

TITLE 1: GOVERNMENT AND ADMINISTRATION

DIVISION 3: PERSONNEL

Chapter 6: Salaries, Occupational Units and Special Compensation Provisions.

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13.061 Purpose.

This chapter shall provide for the salaries to be paid employees of the County of San Bernardino and for salaries established by the State Legislature. All County officers and their deputies, assistants, attaches and employees of the County provided for by the County Charter or by general law or by this chapter who are paid or to be paid a fixed annual salary shall be paid by the County in equal bi-weekly installments at the time and in the manner and out of the same fund as County officers are paid and all other persons and employees of the County shall be paid on claims presented as other claims against the County.

Compensation herein provided for pay periods as defined under Section 13.0623 shall be the total recompense for all work rendered as a County employee, except as otherwise provided in this chapter.

The Board finds that the wages and salaries set forth in this chapter for the positions and classifications listed are based upon data compiled in accordance with Section 13.019, Subsection (f) and Chapter 3, Division 3, Title 1 of this Code.

13.062 Basic Salary Schedules.

(a) Except as expressly stated in this Chapter, each salary range shall have eleven (11) steps labeled as follows: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11. The salary schedule shows the hourly, approximate biweekly, and approximate monthly rate for each step in the salary range. In addition, the schedule shows the approximate annual salary. The biweekly, monthly and annual rates are computed on the basis of full-time employment.

Upon approval by the Board of Supervisors, an extended salary grade may be established which contains more than eleven (11) steps. At the time an extended salary grade is approved, the salary level and the number of steps contained in the extended salary grade shall also be established.

The salary schedules for General and Exempt employees effective June 25, 2005, June 24, 2006, and June 23, 2007, are as on file with the Clerk of the Board of Supervisors.

13.064 List of Classifications.

- (a) GENERAL CLASSIFICATIONS.
- A - Professional
 - B - Technical and Inspection
 - C - Clerical
 - D - Craft, Labor and Trades
 - F - Management
 - H - Supervisory
 - M - Administrative Services

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Accountant Trainee	M	38	39	39
Accountant I	M	49	50	50
Accountant II	M	55	56	56
Accounting Technician	B	40	40	40
Accounting Technician II (MC)	B	44	44	44
Accredited Records Technician	B	42	42	42
Administrative Clerk I	C	37	37	37
Administrative Clerk II	H	43	43	43
Agricultural Biologist III (MC)	A	45	45	45
Agricultural/Standards Officer I	A	40	40	40
Agricultural/Standards Officer II	A	43	43	43
Agricultural/Standards Officer III	A	46	46	46
Agricultural/Standards Officer IV	A	49	49	49

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Agricultural Technician (MC)	B	33	33	33
Air Conditioning Mechanic	D	46	46	46
Air Conditioning Mechanic Trainee	D	34	34	34
Airport Maintenance Supervisor	H	49	49	49
Airport Maintenance Worker I	D	42	42	42
Airport Maintenance Worker II	D	45	45	45
Airport Manager	F	62	63	63
Alcohol and Drug Counselor	M	43	43	43
Animal Control Officer	B	35	35	35
Animal Control Officer Trainee	B	26	26	26
Animal Health Investigator	B	37	37	37
Animal License Checker I	B	22	22	22
Animal License Checker II	B	25	25	25
Appeals Specialist	B	47	47	47
Appraisal Technician	B	35	35	35
Appraiser Trainee	M	40	40	40
Appraiser I	M	49	49	49
Appraiser II	M	53	53	53
Appraiser III	M	57	57	57
Assistant Chief, Child Support	F	64	65	66
Assistant Chief of Collections	H	54	54	54
Assistant Children's Network Officer	M	54	54	54
Assistant Custodial Services Chief	H	36	36	36
Assistant Director, Mental Health Nursing	H	NPH	NPH	NPH
Assistant Director of Respiratory Care Services	H	56	56	56
Assistant GAIN Program Manager (MC)	F	57	58	58
Assistant Head Nurse	H	NPE	NPE	NPE
Assistant Hospital Administrator - Fiscal Services	F	66	67	67
Assistant Park Superintendent	H	46	46	46
Assistant Radiology Manager	H	58	58	58
Assistant Regional Parks Division Chief	H	60	60	60
Audio-Visual Technician	B	36	36	36
Audiometrist	B	26	26	26
Auditor-Appraiser Trainee	M	37	37	37
Auditor-Appraiser I	M	47	47	47
Auditor-Appraiser II	M	54	54	54
Automated Systems Analyst Trainee	M	47	47	47
Automated Systems Analyst I	M	53	53	53
Automated Systems Analyst II	M	60	60	60
Automated Systems Technician	B	42	42	42
Bindery Equipment Operator	D	23	23	23
Bio-Medical Electronic Technician Trainee	B	37	37	37
Bio-Medical Electronic Technician I	B	50	50	50
Bio-Medical Electronic Technician II	B	52	52	52
Bookmender	D	18	18	18
Bookmobile Driver	D	33	33	33
Building and Safety Engineer	A	67	67	67
Building Construction Engineer I	A	57	57	57
Building Construction Engineer II	A	63	63	63
Building Construction Engineer III	A	67	67	67
Building Construction Inspector	B	54	54	54
Building Cost Analyst	M	56	56	56
Building Inspector I	B	41	41	41
Building Inspector II	B	53	53	53
Building Inspector III	B	57	57	57
Building Plant Operator I	D	44	44	44
Building Plant Operator II	D	48	48	48
Building Services Janitor (MC)	D	11	11	11
Building Services Superintendent	F	63	63	63
Burn Care Technician	B	30	30	30
Burn Care Technician Trainee	B	20	20	20
Buyer Trainee	B	34	34	34

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Buyer I	B	44	44	44
Buyer II	B	49	49	49
Cadastral Drafting Technician I	B	41	41	41
Cadastral Drafting Technician II	B	44	44	44
Cadastral Drafting Technician III	B	47	47	47
Cadastral Services Supervisor	H	55	55	55
Call Center Clerk	C	25	25	25
Call Center Supervisor	H	42	42	42
Carpenter	D	42	42	42
Central Collections Accounting Manager	F	65	66	66
Central Service Attendant I	D	20	20	20
Central Service Attendant II	D	23	23	23
Central Service Supervisor	H	41	41	41
Chief Clerk	H	40	40	40
Chief of Collections	F	64	64	64
Chief Data Entry Supervisor	H	50	50	50
Child Care Site Coordinator	M	40	40	40
Child Care Teacher	M	31	31	31
Child Support Accounting Supervisor	H	51	52	52
Child Support Assistant	B	32	32	32
Child Support Attorney I	A	58	58	58
Child Support Attorney II	A	69	69	69
Child Support Attorney III	A	75	75	75
Child Support Branch Supervisor	H	51	52	53
Child Support Compliance Officer	B	49	50	51
Child Support Field Investigator	B	45	45	45
Child Support Officer I	B	40	41	42
Child Support Officer II	B	42	43	44
Child Support Officer Trainee	B	35	36	37
Child Support Operations Manager	F	57	58	59
Child Support Staff Development Specialist	M	49	50	51
Child Welfare Services Manager	F	61	61	61
Claims Assistant	B	36	36	36
Clerk I	C	18	18	18
Clerk II	C	25	25	25
Clerk III	C	30	30	30
Clerk IV	H	34	34	34
Clinic Assistant	B	22	22	22
Clinic Nurse I - CMC	A	48	48	48
Clinic Nurse II - CMC	A	52	52	52
Clinic Supervisor - CMC	H	56	56	56
Clinic Supervisor - PH	H	54	54	54
Clinical Biochemist	A	67	67	67
Clinical Nurse Specialist	A	62	62	62
Clinical Psychologist (MC)	A	59	59	59
Clinical Therapist I	A	XG	XG	XG
Clinical Therapist II	A	XI	XI	XI
Clinical Therapist, Pre-Licensed	A	XE	XE	XE
Code Enforcement Field Assistant	D	27	27	27
Code Enforcement Officer I	B	42	42	42
Code Enforcement Officer II	B	53	53	53
Code Enforcement Officer III	B	57	57	57
Code Enforcement Supervisor	H	61	61	61
Collections Clerk	C	35	35	35
Collections Officer	B	39	39	39
Collections Officer Trainee	B	29	29	29
Communicable Disease Investigator	B	42	42	42
Communications Installer	B	40	40	40
Communications Operator	C	27	27	27
Communications Technician I	B	49	49	49
Communications Technician II	B	51	51	51
Communications Technician III	B	54	54	54
Community Services Officer	B	33	33	33
Computer Facilities Specialist	M	50	50	50
Computer Operations Specialist	B	47	47	47

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Computer Operations Supervisor	H	51	51	51
Computer Operator I	B	30	30	30
Computer Operator II	B	37	37	37
Computer Operator III	B	43	43	43
Consumer Affairs Coordinator	M	45	45	45
Cook I	D	20	20	20
Cook II	D	28	28	28
Cook III	D	30	30	30
Court Interpreter	B	49	49	49
Court Services Manager	F	60	60	60
Court Services Supervisor	H	51	51	51
Courtroom Clerk I	C	35	35	35
Courtroom Clerk II	C	41	41	41
Credential Coordinator	B	45	45	45
Criminal Intelligence Specialist	B	46	46	46
Criminalist I	A	55	55	55
Criminalist II	A	63	63	63
Curatorial Assistant	M	39	39	39
Custodial Services Chief	F	48	48	48
Custodian Trainee	D	12	12	12
Custodian I	D	22	22	22
Custodian II	D	27	27	27
Cytotechnologist	A	54	54	54
Data Control Clerk I	C	28	28	28
Data Control Clerk II	C	30	30	30
Data Control Clerk III	H	34	34	34
Data Entry Operator Trainee	C	19	19	19
Data Entry Operator I	C	27	27	27
Data Entry Operator II	C	33	33	33
Data Entry Supervisor	H	38	38	38
Data Processing Scheduler	B	43	43	43
Deputy Agricultural Commissioner/ Sealer	F	57	57	57
Deputy Coroner Investigator	B	52	52	52
Deputy District Attorney I	A	58	58	58
Deputy District Attorney II	A	69	69	69
Deputy District Attorney III	A	75	75	75
Deputy District Attorney IV	A	79	79	79
Deputy Public Administrator	B	47	47	47
Deputy Public Defender I	A	58	58	58
Deputy Public Defender II	A	69	69	69
Deputy Public Defender III	A	75	75	75
Deputy Public Defender IV	A	79	79	79
Deputy Public Guardian	B	47	47	47
Deputy Public Guardian Trainee	B	40	40	40
Detention Review Officer Trainee	B	40	40	40
Detention Review Officer I	B	49	49	49
Detention Review Officer II	B	52	52	52
Dietary Services Manager	F	58	59	59
Dietary Services Supervisor	H	34	34	34
Dietetic Technician	B	34	34	34
Dietitian	A	49	49	49
Director of Respiratory Care Services	F	62	62	62
Domestic Services Assistant	D	13	13	13
Domestic Violence Program Coordinator	M	51	51	51
ECD Analyst Trainee	M	49	49	49
ECD Analyst I	M	54	54	54
ECD Analyst II	M	59	59	59
ECD Program Manager	F	64	64	64
ECD Specialist I	M	59	59	59
ECD Specialist II	M	61	61	61
ECD Technician	B	42	42	42
ECD Technician Trainee	B	36	36	36
Ecologist	A	49	49	49
Economic Development Program Manager	F	65	65	65
Education Services Supervisor	H	63	63	63
Education Specialist	M	45	45	45
Election Services Assistant	D	34	34	34
Election Support Services Supervisor	H	38	38	38
Elections Clerk	C	34	34	34
Elections Technician	B	42	42	42
Electrician	D	46	46	46
Electrician Trainee	D	34	34	34
Electrocardiogram Technician	B	30	30	30

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Electrocardiogram Technician Trainee	B	21	21	21
Electronic Drafting Technician	B	41	41	41
Eligibility Worker I	B	28	28	28
Eligibility Worker II	B	35	35	35
Eligibility Worker III	B	38	38	38
Eligibility Worker Supervisor I	H	42	42	42
Eligibility Worker Supervisor II	H	48	49	49
Eligibility Worker Trainee	B	19	19	19
Embalmer Autopsy Assistant	B	42	42	42
Emergency Medical Services Nurse	A	54	54	54
Employee Benefits Representative	B	33	33	33
Employee Benefits Specialist	M	48	48	48
Employment Services Analyst	M	49	50	50
Employment Services Analyst Trainee	M	42	43	43
Employment Services Specialist	M	42	43	43
Employment Services Specialist Trainee	M	34	35	35
Employment Services Technician	B	32	33	33
Engineering Geologist	A	67	67	67
Engineering Services Technician	B	50	50	50
Engineering Services Technician III (MC)	B	57	57	57
Engineering Technician I	B	34	34	34
Engineering Technician II	B	40	40	40
Engineering Technician III	B	45	45	45
Engineering Technician IV	B	52	52	52
Engineering Technician V	B	54	54	54
Environmental Health Specialist Trainee	A	44	44	44
Environmental Health Specialist I	A	52	52	52
Environmental Health Specialist II	A	54	54	54
Environmental Health Specialist III	A	57	57	57
Environmental Specialist III (MC)	M	51	51	51
Environmental Specialist IV (MC)	H	55	55	55
Environmental Technician I	B	36	36	36
Environmental Technician II	B	42	42	42
Environmental Technician III	B	45	45	45
Equipment Operator I	D	38	38	38
Equipment Operator I Trainee	D	35	35	35
Equipment Operator II	D	42	42	42
Equipment Operator II Trainee	D	40	40	40
Equipment Operator III	D	45	45	45
Equipment Operator III Trainee	D	43	43	43
Equipment Parts Specialist I	D	39	39	39
Equipment Parts Specialist II	D	43	43	43
Equipment Parts Supervisor	H	51	51	51
Equipment Services Specialist I	D	31	31	31
Equipment Services Specialist II	D	33	33	33
Facilities Management Cost Estimator	B	50	50	50
Facilities Management Division Manager	F	63	63	63
Facilities Management Project Scheduler	B	47	47	47
Family Court Mediator	A	56	56	56
Family Court Services Supervisor	H	62	62	62
Financial Interviewer	C	34	34	34
Fiscal Clerk I	C	26	26	26
Fiscal Clerk II	C	31	31	31
Fiscal Clerk III	C	36	36	36
Fleet and Stores Manager	F	54	54	54
Food Service Worker I	D	17	17	17
Food Service Worker II	D	21	21	21
Forensic Laboratory Technician Trainee	B	37	37	37
Forensic Laboratory Technician I	B	43	43	43
Forensic Laboratory Technician II	B	48	48	48
Forensic Specialist Trainee	B	36	36	36
Forensic Specialist I	B	42	42	42
Forensic Specialist II	B	46	46	46
Franchise Analyst	M	56	56	56
Fraud Investigator	B	49	49	49
Fraud Investigator Trainee	B	40	40	40
Fraud Prevention Manager	F	62	62	62
Fuel and Security Superintendent	H	40	40	40
Garage Service Writer	D	51	51	51
General Maintenance Mechanic	D	42	42	42
General Maintenance Worker	D	36	36	36
General Services Worker I	D	10	10	10
General Services Worker II	D	12	12	12

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Geographic Information Systems Technician I	B	42	42	42
Geographic Information Systems	B	46	46	46
Geographic Information Systems Technician III	B	49	49	49
GIMS Manager	F	61	61	61
Graphic Designer I	B	41	41	41
Graphic Designer II	B	45	45	45
Graphics Technician	B	33	33	33
Grounds Caretaker Trainee	D	17	17	17
Grounds Caretaker I	D	27	27	27
Grounds Caretaker II	D	32	32	32
Grounds Services Superintendent	F	55	55	55
Group Counselor	M	44	44	44
Group Counselor Trainee	M	37	37	37
Head Nurse	H	NPF	NPF	NPF
Health Education Assistant	M	43	43	43
Health Education Specialist I	M	46	46	46
Health Education Specialist II	M	49	49	49
Health Services Assistant I	B	26	26	26
Health Services Assistant II	B	28	28	28
Help Desk Technician I	B	35	35	35
Help Desk Technician II	B	42	42	42
Help Desk Technician II Trainee	B	35	35	35
Histology Technician	B	36	36	36
Home Health Aide	B	23	23	23
Home Health Care Supervisor	H	62	62	62
Hospital Performance Improvement Supervisor	H	66	66	66
Hospital Plant Operator	D	50	50	50
Hospital Safety/Security Specialist	M	57	57	57
Hospital Services Worker	D	14	14	14
Housing Cost Estimator	B	48	48	48
Housing Cost Estimator Trainee	B	40	40	40
Housing Repair Supervisor I	H	41	41	41
Housing Repair Supervisor II	H	45	45	45
Housing Repair Worker I	D	28	28	28
Housing Repair Worker II	D	32	32	32
Housing Repair Worker III	D	36	36	36
Illustrator (MC)	B	41	41	41
In-Home Services Supervisor	H	29	29	29
Information Services Team Aide I	B	35	35	35
Information Services Team Aide II	B	42	42	42
Information Services Team Aide II Trainee	B	35	35	35
Institutional Nurse - Probation	A	NPE	NPE	NPE
Internal Auditor I	M	49	50	50
Internal Auditor II	M	55	56	56
Internal Auditor III	H	59	60	60
Investigative Technician	B	32	32	32
ISD Finance Officer	F	66	66	66
JESD Regional Manager	F	65	65	65
Justice Court Supervisor (MC)	H	52	52	52
Juvenile Traffic Hearing Officer	M	60	60	60
Laboratory Aide	D	18	18	18
Laboratory Assistant	B	26	26	26
Laboratory Technologist I	A	54	54	54
Laboratory Technologist II	A	58	58	58
Laboratory Technologist III	A	62	62	62
Land Use Technician Trainee	B	30	30	30
Land Use Technician I	B	42	42	42
Land Use Technician II	B	46	46	46
Land Use Technician Supervisor	H	50	50	50
Layout and Composing Coordinator	B	36	36	36
Legal Procedures Clerk I	C	32	32	32
Legal Procedures Clerk II	H	38	38	38
Legal Procedures Clerk III	H	45	45	45
Legal Research Attorney I	A	58	58	58
Legal Research Attorney II	A	69	69	69
Legislative Program Manager	F	65	65	65
Liability Claims Representative Trainee	B	44	44	44
Liability Claims Representative I	B	50	50	50
Liability Claims Representative II	B	56	56	56
Librarian I	A	43	43	43
Librarian II	A	47	47	47
Librarian III	H	51	51	51
Librarian IV	F	56	56	56

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Library Assistant I	B	26	26	26
Library Assistant II	B	31	31	31
Library Page (MC)	C	07	07	07
Library Services Manager	F	63	63	63
Licensed Vocational Nurse I	B	34	34	34
Licensed Vocational Nurse II	B	36	36	36
Licensed Vocational Nurse-Corrections	B	40	40	40
Licensed Vocational Nurse-Per Diem	B	\$14.17/ hrly	\$14.17/ hrly	\$14.17/ hrly
Light Truck Driver (MC)	D	33	33	33
Linen Room Attendant	D	13	13	13
Locksmith	D	42	42	42
Mail Clerk I	C	17	17	17
Mail Clerk II	C	21	21	21
Mail Clerk III	C	26	26	26
Mail Services Supervisor I	H	35	35	35
Mail Services Supervisor II	H	40	40	40
Maintenance and Construction Supervisor I	H	43	43	43
Maintenance and Construction Supervisor II	H	51	51	51
Maintenance and Construction Worker I	D	33	33	33
Maintenance and Construction Worker II	D	39	39	39
Maintenance Supervisor	H	55	55	55
Managed Care Research Analyst	A	63	63	63
Manpower Specialist III (MC)	H	50	50	50
Marshal's Clerk I	C	26	26	26
Marshal's Clerk II	C	31	31	31
Marshal's Radio Dispatch Clerk	C	31	31	31
Marshal's Technician	B	32	32	32
Materiel Manager	F	50	50	50
Mechanic's Assistant	D	34	34	34
Media Specialist	M	51	51	51
Medical Center Building Maintenance Superintendent	F	60	60	60
Medical Center Housekeeping/Linen Manager	F	52	52	52
Medical Emergency Planning Specialist	M	54	54	54
Medical Photographer	B	41	41	41
Medical Records Manager	F	53	53	53
Medical Records Technician	B	37	37	37
Medical Social Services Manager	F	61	61	61
Medical Staff Coordinator	M	48	48	48
Medical Transcriber	C	36	36	36
Medical Transcription Supervisor	H	40	40	40
Mental Health Auditor	M	55	56	56
Mental Health Clinician I (MC)	A	50	50	50
Mental Health Clinician II (MC)	A	53	53	53
Mental Health Clinician III (MC)	A	56	56	56
Mental Health Clinician IV (MC)	A	62	62	62
Mental Health Clinic Supervisor	H	66	66	66
Mental Health Counselor	A	56	56	56
Mental Health Director of Nursing	F	NPL	NPL	NPL
Mental Health Education Consultant	M	53	53	53
Mental Health Head Nurse	H	NPF	NPF	NPF
Mental Health Intern Program Supervisor	H	66	66	66
Mental Health Medical Records Supervisor	H	40	40	40
Mental Health Nurse I	A	NPB	NPB	NPB
Mental Health Nurse II	A	NPD	NPD	NPD
Mental Health Program Manager I	F	66	66	66
Mental Health Program Manager II	F	70	70	70
Mental Health Specialist	M	40	40	40
Mental Health Specialist Trainee	M	34	34	34
Messenger	C	14	14	14
Microfilm Technician I	B	24	24	24
Microfilm Technician II	B	28	28	28
Microfilm Technician III	B	30	30	30
Motor Fleet Maintenance Superintendent	F	63	63	63
Motor Fleet Mechanic I	D	51	51	51
Motor Fleet Mechanic II	D	53	53	53
Motor Fleet Shop Supervisor	H	57	57	57
Motor Pool Assistant	D	25	25	25
Motor Pool Services Assistant	D	34	34	34
Multimedia Coordinator	A	45	45	45
Museum Artist	A	43	43	43
Museum Curator	A	50	50	50
Museum Technician I	B	26	26	26

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Museum Technician II	B	30	30	30
Network Analyst	M	66	66	66
Network Control Specialist	B	58	58	58
Network Control Supervisor	H	62	62	62
Network Manager	F	70	70	70
Neurodiagnostic Technologist	B	48	48	48
Night Supervisor I	B	31	31	31
Night Supervisor II	B	34	34	34
Nuclear Medicine Technologist	B	54	54	54
Nurse Educator	A	57	57	57
Nurse Epidemiologist	A	60	60	60
Nurse Practitioner I	A	54	54	54
Nurse Practitioner II	A	59	59	59
Nurse Practitioner III	H	63	63	63
Nurse Program Supervisor	H	56	56	56
Nurse Specialist	A	52	52	52
Nursing Attendant	D	20	20	20
Nursing Attendant Trainee	D	07	07	07
Nursing Quality Coordinator	A	62	62	62
Nursing Supervisor	H	NPI	NPI	NPI
Nutritionist	A	50	50	50
Occupational Health Nurse	A	59	59	59
Occupational Therapist I	A	54	54	54
Occupational Therapist II	A	56	56	56
Occupational Therapy Assistant	B	XB	XB	XB
Occupational Therapy Supervisor	H	60	60	60
Oral Surgery Technician	B	31	31	31
Orthopedic Technician	B	32	32	32
Painter Trainee	D	32	32	32
Painter I	D	42	42	42
Painter II	D	44	44	44
Paralegal	B	48	48	48
Park Planner Trainee	M	40	40	40
Park Planner I	M	51	51	51
Park Planner II	M	55	55	55
Park Ranger I	D	35	35	35
Park Ranger II	D	39	39	39
Park Ranger III	D	42	42	42
Park Revenue Resource Coordinator I	M	45	45	45
Park Revenue Resource Coordinator II	M	52	52	52
Park Superintendent I	H	50	50	50
Park Superintendent II	H	52	52	52
Patient Accounts Supervisor	H	46	46	46
Pediatric Rehabilitation Therapist I	A	XH	XH	XH
Pediatric Rehabilitation Therapist II	A	XJ	XJ	XJ
Pediatric Rehabilitation Therapist III	A	XK	XK	XK
Personnel Services Supervisor	H	38	38	38
Personnel Services Supervisor II (MC)	H	43	43	43
Personnel Technician	B	41	41	41
Pesticide Applicator	B	39	39	39
Photographic Laboratory Technician	B	31	31	31
Physical Therapist I	A	54	54	54
Physical Therapist II	A	56	56	56
Physical Therapy Aide	B	24	24	24
Physical Therapy Assistant	B	XB	XB	XB
Planner Trainee	M	43	43	43
Planner I	M	51	51	51
Planner II	M	54	54	54
Planner III	M	59	59	59
Planning Manager	F	66	66	66
Plant Pathologist/Entomologist	A	54	54	54
Plumber	D	44	44	44
Plumber Trainee	D	34	34	34
Polygraph Examiner	B	61	61	61
Pre-Registered Dietitian	A	45	45	45
Pre-Registered Neurodiagnostic Technologist	B	40	40	40
Pre-Registered Nutritionist	A	46	46	46
Pre-Registered Occupational Therapist	A	43	43	43
Pre-Registered Physical Therapist	A	43	43	43
Pre-Registered Pediatric Rehabilitation Therapist	A	XD	XD	XD
Precinct Planning Technician I	B	36	36	36
Precinct Planning Technician II	B	42	42	42
Principal Appraiser	F	65	65	65

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Printing/Mail Services Manager	F	56	56	56
Printing Services Supervisor	H	40	40	40
Probation Cook I	D	32	32	32
Probation Cook II	D	38	38	38
Probation Division Director I	F	65	65	65
Probation Division Director II	F	69	69	69
Probation Food Service Manager	F	47	47	47
Probation Food Service Worker	D	23	23	23
Probation Officer I	M	44	44	44
Probation Officer II	M	52	52	52
Probation Officer III	M	55	55	55
Probation Transportation Officer	B	35	35	35
Production Control Supervisor	H	58	58	58
Programmer Analyst I	M	57	57	57
Programmer Analyst II	M	63	63	63
Programmer Analyst III	M	67	67	67
Programmer Trainee	B	48	48	48
Programmer I	B	54	54	54
Programmer II	B	58	58	58
Programmer III	B	63	63	63
PSD Area Coordinator	H	47	47	47
PSD Disabilities Services Manager	F	66	66	66
PSD Eligibility Supervisor	H	42	42	42
PSD Eligibility Worker I	B	32	32	32
PSD Eligibility Worker II	B	37	37	37
PSD Maintenance Coordinator	D	47	47	47
PSD Program Manager	F	61	61	61
PSD Program Supervisor	H	47	47	47
Psychiatric Aide	D	22	22	22
Psychiatric Aide Trainee	D	07	07	07
Psychiatric Technician I	B	38	38	38
Psychiatric Technician II	B	42	42	42
Psychiatric Technician Trainee	B	32	32	32
Psychiatrist	A	XM	XM	XM
Public Defender Interviewer	B	35	35	35
Public Defender Investigator	B	53	53	53
Public Health Epidemiologist	A	49	49	49
Public Health Laboratory Technician	B	30	30	30
Public Health Manager	F	XN	XN	XN
Public Health Microbiologist I	A	50	50	50
Public Health Microbiologist II	A	54	54	54
Public Health Microbiologist III	A	58	58	58
Public Health Nurse I	A	50	50	50
Public Health Nurse II	A	55	55	55
Public Health Veterinarian	A	59	59	59
Public Information Clerk	C	25	25	25
Public Service Employee	B	PSE	PSE	PSE
Public Works Engineer I	A	53	53	53
Public Works Engineer II	A	59	59	59
Public Works Engineer III	A	65	65	65
Public Works Engineer IV	F	72	72	72
Public Works Equipment Superintendent	M	63	63	63
Public Works Operations Superintendent	F	63	63	63
Public Works Operations Supervisor	H	57	57	57
Pulmonary Function Specialist	M	52	52	52
Pulmonary Function Specialist Trainee	M	44	44	44
Quality Assurance Specialist - IS	B	49	49	49
Radiation Therapy Technologist	B	54	54	54
Radiographic Clinical Instructor	B	51	51	51
Radiologic Technologist School Supervisor	B	53	53	53
Radiologic Technologist I	B	48	48	48
Radiologic Technologist II	B	51	51	51
Radiology Manager	F	63	63	63
Real Property Agent I	M	49	49	49
Real Property Agent II	M	56	56	56
Real Property Manager	F	64	64	64
Recordable Document Clerk Trainee	C	24	24	24
Recordable Document Clerk I	C	34	34	34
Recordable Document Clerk II	C	37	37	37
Recording Supervisor	H	45	45	45
Regional Building Inspector Supervisor	H	61	61	61
Regional Supervisor - Office on Aging	H	45	45	45
Registered Nurse I - CMC	A	NPA	NPA	NPA

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Registered Nurse II - CMC	A	NPC	NPC	NPC
Registered Nurse I - PH	A	45	45	45
Registered Nurse II - PH	A	49	49	49
Registered Nurse II - PSD	A	49	49	49
Rehabilitation Services Supervisor	H	61	61	61
Reproduction Equipment Operator Trainee	D	23	23	23
Reproduction Equipment Operator I	D	33	33	33
Reproduction Equipment Operator II	D	36	36	36
Research and Planning Psychologist	H	67	67	67
Respiratory Care Practitioner I	M	46	46	46
Respiratory Care Practitioner II	M	48	48	48
Respiratory Therapist	M	40	40	40
Respiratory Therapist Trainee	M	32	32	32
Retirement Specialist Trainee	B	34	34	34
Retirement Specialist I	B	42	42	42
Retirement Specialist II	B	46	46	46
Right of Way Manager	F	64	64	64
Right-of-Way Section Chief	B	57	57	57
Safety Officer	H	60	60	60
Safety Specialist	M	53	53	53
Safety Specialist Trainee	M	46	46	46
Secretary I	C	35	35	35
Secretary II	C	38	38	38
Security Technician I	B	27	27	27
Security Technician II	B	29	29	29
Senior Curator	A	58	58	58
Senior Employment Program Coordinator	M	42	42	42
Senior Information & Referral Area Representative	M	34	34	34
Senior Public Health Veterinarian	A	61	61	61
Senior Services Counselor	A	50	50	50
Sheet Metal Worker	D	42	42	42
Sheriff's Assistant Laundry Facility Supervisor	D	27	27	27
Sheriff's Automated Systems Supervisor	H	65	65	65
Sheriff's Aviation Mechanic	D	55	55	55
Sheriff's Aviation Mechanic Supervisor	H	59	59	59
Sheriff's Civil Investigator	B	49	49	49
Sheriff's Communications Dispatcher I	B	35	35	35
Sheriff's Communications Dispatcher I Trainee	B	31	31	31
Sheriff's Communications Dispatcher II	B	41	41	41
Sheriff's Communications Dispatcher II Trainee	B	37	37	37
Sheriff's Cook I	D	32	32	32
Sheriff's Cook II	D	39	39	39
Sheriff's Cook Trainee	D	23	23	23
Sheriff's Custody Assistant	C	26	26	26
Sheriff's Custody Specialist	B	39	39	39
Sheriff's Fleet Supervisor	H	57	57	57
Sheriff's Food Service Manager	F	58	59	59
Sheriff's Food Service Supervisor	H	43	43	43
Sheriff's Health Services Manager	F	74	74	74
Sheriff's Laundry Facility Supervisor	D	31	31	31
Sheriff's Maintenance Mechanic	D	44	44	44
Sheriff's Maintenance Superintendent	F	60	60	60
Sheriff's Nursing Supervisor	H	NPI	NPI	NPI
Sheriff's Pilot	B	58	58	58
Sheriff's Public Information Officer	M	53	53	53
Sheriff's Records Clerk	C	26	26	26
Sheriff's Records Manager	F	49	49	49
Sheriff's Registered Nurse I	A	NPC	NPC	NPC
Sheriff's Registered Nurse II	A	NPE	NPE	NPE
Sheriff's Registered Nurse III	A	NPF	NPF	NPF
Sheriff's Research Analyst	M	55	56	56
Sheriff's Service Specialist	B	37	37	37
Sheriff's Services Coordinator	M	57	58	58
Sheriff's Station Clerk	C	33	33	33
Sheriff's Supervising Communications Dispatcher	H	46	46	46
Sheriff's Training Specialist I	M	45	45	45
Sheriff's Training Specialist II	M	49	49	49
Social Service Aide	B	31	31	31
Social Service Practitioner	A	53	53	53
Social Service Practitioner Trainee	A	49	49	49
Social Worker Trainee	M	38	38	38
Social Worker I	M	41	41	41
Social Worker II	M	47	47	47

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Special Education Specialist	A	52	52	52
Special Procedures Radiologic Technologist I	B	51	51	51
Special Procedures Radiologic Technologist II	B	53	53	53
Speech Therapist	A	61	61	61
Sprinkler System Worker	D	38	38	38
SSG Assistant Auditing Manager	F	59	60	60
SSG Program Specialist I	M	53	53	53
SSG Program Specialist II	M	56	56	56
SSG Quality Review Specialist	B	40	40	40
SSG Quality Review Supervisor I	H	44	44	44
SSG Quality Review Supervisor II	H	53	53	53
Staff Aide	M	41	41	41
Staff Analyst Trainee	M	42	43	43
Staff Analyst I	M	49	50	50
Staff Analyst II	M	55	56	56
Staff Development Training Instructor	M	49	49	49
Statistical Methods Analyst	M	53	53	53
Statistical Methods Analyst Trainee	M	41	41	41
Storekeeper	D	25	25	25
Storekeeper II (MC)	D	32	32	32
Storekeeper III (MC)	D	34	34	34
Stores Specialist	D	32	32	32
Stores Supervisor I	H	32	32	32
Stores Supervisor II	H	40	40	40
Student Intern II (MC)	A	25	25	25
Substance Abuse Manager	F	63	63	63
Superior Court Conservatorship Investigator	B	47	47	47
Supervising Accountant I	H	49	50	50
Supervising Accountant II	H	55	56	56
Supervising Accountant III	H	59	60	60
Supervising Accounting Technician	H	44	44	44
Supervising Accredited Records Technician	H	46	46	46
Supervising Agricultural Biologist (MC)	H	51	51	51
Supervising Agricultural/Standards Officer	H	53	53	53
Supervising Animal Control Officer I	H	39	39	39
Supervising Animal Control Officer II	H	44	44	44
Supervising Appeals Specialist I	H	51	51	51
Supervising Appeals Specialist II	H	55	55	55
Supervising Auditor Appraiser	H	58	58	58
Supervising Automated Systems Analyst I	H	57	57	57
Supervising Automated Systems Analyst II	H	61	61	61
Supervising Automated Systems Technician	H	42	42	42
Supervising Bio-Med Electronics Technician	H	56	56	56
Supervising Building Construction Inspector	H	58	58	58
Supervising Building Plant Operator	H	54	54	54
Supervising Buyer	H	55	55	55
Supervising Child Support Field Investigator	H	51	51	51
Supervising Child Support Officer	H	46	47	48
Supervising Collections Officer	H	45	45	45
Supervising Communications Technician	H	58	58	58
Supervising Custodian	H	31	31	31
Supervising Deputy Coroner - Investigator	H	56	56	56
Supervising Deputy District Attorney	H	83	83	83
Supervising Deputy Public Administrator	H	51	51	51
Supervising Deputy Public Defender	H	83	83	83
Supervising Deputy Public Guardian I	H	51	51	51
Supervising Deputy Public Guardian II	H	55	55	55
Supervising Dietitian	H	53	53	53
Supervising District Appraiser I	H	57	57	57
Supervising District Appraiser II	H	61	61	61
Supervising ECD Analyst	H	64	64	64
Supervising 800 Megahertz Analyst	H	71	71	71
Supervising Employment Services Analyst	H	53	54	54
Supervising Employment Services Specialist I	H	47	48	48
Supervising Employment Services Specialist II	H	53	54	54
Supervising Environmental Health Specialist	H	62	62	62
Supervising Financial Interviewer	H	38	38	38
Supervising Fiscal Clerk I	H	38	38	38
Supervising Fiscal Clerk II	H	42	42	42
Supervising Forensic Specialist	H	50	50	50
Supervising Fraud Investigator I	H	53	53	53
Supervising Fraud Investigator II	H	57	57	57

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Supervising Grounds Caretaker	H	38	38	38
Supervising Group Counselor I	H	52	52	52
Supervising Group Counselor II	H	61	61	61
Supervising Institutional Nurse - Probation	H	NPG	NPG	NPG
Supervising Laboratory Assistant	H	30	30	30
Supervising Laboratory Technologist	H	66	66	66
Supervising Land Surveyor	H	65	65	65
Supervising Liability Claims Representative	H	61	61	61
Supervising Microfilm/Photographic Technician	H	36	36	36
Supervising Museum Curator	H	54	54	54
Supervising Pediatric Rehabilitation Therapist	H	XL	XL	XL
Supervising Planner	H	64	64	64
Supervising Probation Officer	H	61	61	61
Supervising Public Health Nurse	H	59	59	59
Supervising Public Health Nutritionist	H	54	54	54
Supervising Respiratory Care Practitioner	H	52	52	52
Supervising Social Service Practitioner	H	57	57	57
Supervising Social Worker	H	51	51	51
Supervising SSG Program Specialist	H	57	57	57
Supervising Station Clerk	H	37	37	37
Supervising Telephone Operator	H	30	30	30
Supervising Teleprocessing Specialist	H	48	48	48
Supervising Title Transfer Technician I	H	41	41	41
Supervising Title Transfer Technician II	H	45	45	45
Supervising Utilization Review Technician	H	38	38	38
Supervising Veterans Service Representative	H	50	50	50
Supervising Workers' Compensation Adjuster	H	60	61	62
Supervisor of Administrative Services I	H	55	56	56
Supervisor of Administrative Services II	H	62	63	63
Surgical Technician	B	31	31	31
Survey Division Chief	F	72	72	72
Survey Party Chief	H	53	53	53
Systems Accountant I	M	55	56	56
Systems Accountant II	M	59	60	60
Systems Accountant III	M	62	63	63
Systems Analyst Trainee	M	42	42	42
Systems Analyst I	M	57	57	57
Systems Analyst II	M	60	60	60
Systems Development Team Leader	H	71	71	71
Systems Support Analyst I	M	57	57	57
Systems Support Analyst II	M	63	63	63
Systems Support Analyst III	M	67	67	67
Systems Support Supervisor	H	71	71	71
TAD Training Instructor	M	47	47	47
Tax Collection Manager	F	58	59	59
Tax Collector Accounting Manager	F	55	56	56
Tax Sale Supervisor	H	44	44	44
Telecommunications Engineer I	A	52	52	52
Telecommunications Engineer II	A	58	58	58
Telephone/Electronics Manager	F	70	70	70
Telephone Operator	C	24	24	24
Telephone Service Specialist	B	XC	XC	XC
Telephone Service Specialist Trainee	B	XA	XA	XA
Telephone Service Supervisor	H	XF	XF	XF
Teleprocessing Specialist	B	44	44	44
Teleprocessing Specialist Trainee	B	37	37	37
Title Transfer Technician Trainee	B	28	28	28
Title Transfer Technician I	B	37	37	37
Title Transfer Technician II	B	40	40	40
Transcriber Typist Trainee	C	26	26	26
Transcriber Typist I	C	29	29	29
Transcriber Typist II	C	33	33	33
Transplant Coordinator I	A	56	56	56
Transplant Coordinator II	A	60	60	60
Treasurer's Office Supervisor	H	55	56	56
Tree Crew Supervisor	H	50	50	50
Tree Trimmer	D	46	46	46
Tree Trimmer Trainee	D	35	35	35
Tumor Registrar	B	42	42	42
Ultrasound Technologist	B	54	54	54
Utilization Review Technician	B	34	34	34
Utilization Review Technician Trainee	B	30	30	30
Vector Control Technician Trainee	B	36	36	36

CLASSIFICATION TITLE	UNIT	SALARY EFFECTIVE 07/03/99	SALARY EFFECTIVE 07/01/00	SALARY EFFECTIVE 06/30/01
Vector Control Technician I	B	42	42	42
Vector Control Technician II	B	45	45	45
Vehicle Services Shop Supervisor	D	36	36	36
Veteran's Service Representative Trainee	B	33	33	33
Veteran's Service Representative I	B	42	42	42
Veteran's Service Representative II	B	45	45	45
Victim Services Manager	F	59	59	59
Victim/Witness Advocate I	M	41	41	41
Victim/Witness Advocate II	M	45	45	45
Victim/Witness Program Coordinator	H	51	51	51
Volunteer Services Coordinator	H	36	37	38
Ward Clerk	C	25	25	25
Waste Systems Engineering/Operations Manager	F	69	69	69
Word Processing Operator I (MC)	C	30	30	30
Workers' Compensation Adjuster Trainee	B	43	43	43
Workers' Compensation Adjuster	B	55	55	55
800 Megahertz Analyst	M	67	67	67

(MC) Denotes a maintenance class which will be deleted when all incumbents have vacated.

13.064 List of Classifications.**(b) EXEMPT CLASSIFICATIONS.**

Salary ranges shall be increased three percent (3%) effective June 25, 2005, three percent (3%) effective June 24, 2006, and three percent (3%) effective June 23, 2007. The County Administrative Officer may direct classification and salary studies during these years based upon recruitment and retention needs in his discretion.

EXEMPT – EXECUTIVE COUNTY ADMINISTRATORS

TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Agricultural Commissioner/Sealer	B	\$109,973	\$116,104	\$119,587
Assistant County Administrative Officer	A	\$168,146	\$177,520	\$182,846
Assistant County Administrator, Human Services	A	\$168,146	\$177,520	\$182,846
Assistant County Administrator, Public and Support Services Group	A	\$168,146	\$177,520	\$182,846
Chief Information Officer	A	\$144,849	\$149,194	\$153,670
Chief Probation Officer	B	\$137,279	\$144,932	\$149,280
Clerk of the Board of Supervisors	B	\$113,468	\$116,872	\$120,378
County Administrative Officer	A	\$237,921	\$245,059	\$252,410
County Clerk		\$8,956	\$9,225	\$9,501
County Counsel	A	\$187,933	\$193,571	\$199,378
County Librarian	B	\$122,880	\$129,731	\$133,623
Director of Aging and Adult Services	B	\$107,504	\$123,600	\$127,308
Director of Airports	B	\$119,893	\$126,577	\$130,374
Director of Architecture and Engineering	B	\$124,968	\$128,717	\$132,579
Director of Arrowhead Regional Medical Center	A	\$208,995	\$215,265	\$221,723

TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Director of Behavioral Health	B	\$145,738	\$150,110	\$154,613
Director of Central Collections		\$13,375	\$13,776	\$14,190
Director of Child Support	B	\$134,640	\$138,679	\$142,840
Director of Children's Services	B	\$118,527	\$138,679	\$142,840
Director of Community Development and Housing	B	\$122,150	\$125,815	\$129,589
Director of County Museum	B	\$112,545	\$115,921	\$119,399
Director of County Safety and Security		\$25,075	\$25,827	\$26,602
Director of Facilities Management	B	\$111,473	\$117,688	\$121,219
Director of Fleet Management	B	\$102,667	\$108,390	\$111,642
Director of Human Resources	A	\$156,558	\$165,286	\$170,245
Director of Land Use Services	B	\$132,843	\$136,828	\$140,933
Director of Preschool Services	B	\$115,562	\$123,600	\$127,308
Director of Public Works	B	\$154,925	\$163,562	\$168,469
Director of Purchasing	B	\$101,502	\$104,547	\$107,683
Director of Real Estate Services	B	\$107,780	\$113,809	\$117,223
Director of Regional Parks	B	\$117,023	\$120,534	\$124,150
Director of Risk Management	B	\$118,000	\$121,540	\$125,186
Director of Transitional Assistance	B	\$125,375	\$138,679	\$142,840
Director of Veterans' Affairs	B	\$92,972	\$98,155	\$101,100
Director of Workforce Development	B	\$112,874	\$119,166	\$122,741
Executive Director/Chief Investment Officer, SBCERA	A	\$204,000	\$210,120	\$216,424
Public Defender	B	\$167,006	\$172,016	\$177,177
Public Health Director	B	\$144,361	\$150,110	\$154,613
Redevelopment Administrator	B	\$122,150	\$125,815	\$129,589
Registrar of Voters	B	\$117,023	\$120,534	\$124,150

EXEMPT – ASSOCIATE COUNTY ADMINISTRATORS

TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Administrative Analyst I	D	56	56	56
Administrative Analyst II	D	66	66	66
Administrative Analyst III	C	71	71	71
Administrative Analyst Trainee	D	45	45	45
ARMC Business Development Officer	C	68	68	68
ARMC Chief Compliance Officer	C	75	75	75
ARMC Chief Financial Officer	C	88	88	88
ARMC Chief Operating Officer	C	98	98	98
Assistant Agricultural Commissioner/Sealer	C	69	69	69
TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Assistant Assessor	B	82	82	82
Assistant Auditor/Controller-Recorder	B	82	82	82
Assistant Chief Information Officer	C	83	83	83
Assistant County Counsel	B	96	96	96

Assistant County Librarian	C	73	73	73
Assistant Director of Airports	C	73	73	73
Assistant Director of Collections	C	76	76	76
Assistant Director of Behavioral Health	C	80	80	80
Assistant Director of Risk Management	C	77	77	77
Assistant District Attorney	B	96	96	96
Assistant Hospital Administrator-Behavioral Health	C	75	75	75
Assistant Hospital Administrator-Nursing Services	C	75	75	75
Assistant Public Defender	C	94	94	94
Assistant Registrar of Voters	C	74	74	74
Assistant Sheriff	C	89	89	89
Assistant Treasurer-Tax Collector	B	82	82	82
Associate Administrative Officer	B	88	88	88
Associate Hospital Administrator-Patient Services	C	80	80	80
Associate Hospital Administrator-Professional Services	C	80	80	80
Auditor/Controller Division Chief	C	76	76	76
Auditor/Controller Manager	C	71	71	71
Auditor/Controller-Recorder Project Administrator	C	57	57	57
BOS Administrative Analyst	B	71	71	71
BOS Chief of Staff	B	80	80	80
BOS Systems Analyst	D	60	60	60
Building Official	C	75	75	75
Cash Manager/Investment Officer	C	76	76	76
Chief Appraiser	C	76	76	76
Chief Building Construction Engineer	C	77	77	77
Chief Compliance Officer, Behavioral Health	C	70	70	70
Chief Counsel, SBCERA	B	96	96	96
Chief County Compliance and Ethics Officer	C	80	80	80
Chief Deputy Clerk of the Board of Supervisors	C	67	67	67
Chief Deputy County Counsel	C	92	92	92
Chief Deputy County Museum	C	65	65	65
Chief Deputy District Attorney	C	92	92	92

TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Chief Deputy Public Defender	C	90	90	90
Chief Deputy Recorder	C	76	76	76
Chief Deputy Registrar of Voters	C	65	65	65
Chief Learning Officer	C	78	78	78
Chief of Assessment Services	C	76	76	76
Chief of Clinical Operations	C	71	71	71
Chief of Community Health & Nursing Services	C	80	80	80
Chief of County Counsel's Administration	C	70	70	70
Chief of District Attorney's Administration	C	70	70	70
Chief of Environmental Health Services	C	80	80	80
Chief of Network Services	C	79	79	79
Chief of Public Defender's Administration	C	70	70	70
Chief Public Health Medical Officer	C	89	89	89
Chief Public Works Engineer	C	82	82	82
Chief SBCERA Fiscal Services	C	80	80	80
Chief SBCERA Information Services	C	75	75	75
Chief SBCERA Member and Administrative Services	C	81	81	81
Chief, Tax Collections Division	C	76	76	76
Child Support Chief Attorney	C	84	84	84
Children's Network Officer	C	67	67	67
Code Enforcement Division Chief	C	75	75	75
County Counsel Research Attorney I	C	62	62	62
County Counsel Research Attorney II	C	71	71	71
County Surveyor	C	82	82	82
Departmental IS Manager	C	75	75	75
Deputy Administrative Officer	B	83	83	83
Deputy Chief of Network Services	C	73	73	73
Deputy Chief Probation Administrator	C	77	77	77
Deputy Chief Probation Officer	C	81	81	81
Deputy County Counsel I	C	62	62	62
Deputy County Counsel II	C	71	71	71
Deputy County Counsel III	C	78	78	78
Deputy County Counsel IV	C	84	84	84
Deputy County Counsel V	C	87	87	87
Deputy Director of Alcohol and Drug Abuse Program Services	C	74	74	74
Deputy Director, Behavioral Health Administrative Services	C	74	74	74
TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Deputy Director, Behavioral Health Program Services	C	76	76	76
Deputy Director, Child Support	C	71	71	71

Deputy Director, Children's Services	C	71	71	71
Deputy Director, DAAS	C	71	71	71
Deputy Director, Community Development and Housing	C	74	74	74
Deputy Director, Preschool Services	C	71	71	71
Deputy Director, Program Development	C	71	71	71
Deputy Director, Sheriff's Coroner Division	C	75	75	75
Deputy Director, Transitional Assistance	C	71	71	71
Deputy Director, Workforce Development	C	74	74	74
District Attorney Chief Investigator	C	83	83	83
Economic Development Division Chief	C	74	74	74
EMACS Manager	C	71	71	71
Employee Relations Chief	C	85	85	85
Ethics Resource Officer	D	64	64	64
Field Representative	B	63	63	63
Franchise Programs Analyst	C	65	65	65
Health Officer	C	96	96	96
HSS Auditing Manager	C	75	75	75
HSS Program Integrity Division Chief	C	71	71	71
Human Resources Analyst I	D	58	58	58
Human Resources Analyst II	D	65	65	65
Human Resources Analyst Trainee	D	47	47	47
Human Resources Division Chief	C	77	77	77
Human Resources Officer I	C	65	65	65
Human Resources Officer II	C	71	71	71
Human Resources Officer III	C	74	74	74
Human Resources Section Manager	C	73	73	73
Information Services Division Chief	C	79	79	79
Information Services Security Officer	C	68	68	68
Labor Relations Analyst	D	54	54	54
Payroll Supervisor	C	67	67	67
Planning Division Chief	C	75	75	75
Principal Administrative Analyst	C	75	75	75
Public Health Division Chief	C	80	80	80
Public Information Officer	B	75	75	75
Real Estate Services Manager	C	67	67	67
Risk Assessment Officer	C	70	70	70
SBCERA Benefits Officer	C	69	69	69
SBCERA Investment Officer	B	85	85	85
Sheriff's Administrative Manager	C	70	70	70
Sheriff's Captain	C	79	79	79
TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Sheriff's Deputy Chief	C	84	84	84
Sheriff's Financial Manager	C	70	70	70
Sheriff's Health Services Manager	C	75	75	75
Small Business Development Manager	C	69	69	69
Solid Waste Management Division Manager	C	82	82	82
Supervising Deputy County Counsel	C	88	88	88
Systems Development Division Chief	C	75	75	75
Systems Support Division Chief	C	75	75	75

Treasurer-Tax Collector Finance Officer	C	76	76	76
Treasurer-Tax Collector Project Administrator	C	57	57	57
Undersheriff	B	94	94	94

EXEMPT – EXECUTIVE ASSISTANTS

TITLE	BENEFIT GROUP	SALARY EFFECTIVE 6/25/05	SALARY EFFECTIVE 6/24/06	SALARY EFFECTIVE 6/23/07
Administrative Aide (Unclassified)	C	57	57	57
County Counsel Law Clerk (Unclassified)	C	58	58	58
County Counsel Lead Secretary	D	48	48	48
County Counsel Paralegal	D	50	50	50
Executive Assistant	D	57	57	57
Executive Assistant to District Attorney (Classified)	D	57	57	57
Executive Assistant, SBCERA (Unclassified)	C	51	51	51
Executive Secretary I	D	40	40	40
Executive Secretary II	D	45	45	45
Executive Secretary III (Classified)	D	48	48	48
Executive Secretary III (Unclassified)	C	48	48	48
Executive Secretary, Board of Supervisors (Unclassified)	C	50	50	50
Sheriff's Special Assistant (Unclassified)	C	57	57	57

Amended Ordinance 3749 (1999); Amended Ordinance 3845 (2002); Amended Ordinance 3853 (2002); Amended Ordinance 3869 (2002); Amended Ordinance 3953 (2005);

13.065 Working Conditions.

(a) The following working conditions apply to employees in the Administrative Services Unit, Clerical Unit, Craft, Labor and Trades Unit, Management Unit, Professional Unit, Supervisory Unit, and Technical and Inspection Unit.

(1) Accidental Death and Dismemberment.

Any employee may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

DEPENDENT COVERAGE

<u>EMPLOYEE COVERAGE</u>	<u>SPOUSE ONLY</u>	<u>SPOUSE AND EACH CHILD</u>	
\$ 10,000	\$ 5,000	\$ 4,000	\$ 500
\$ 25,000	\$ 12,500	\$ 10,000	\$1,250
\$ 50,000	\$ 25,000	\$ 20,000	\$2,500
\$100,000	\$ 50,000	\$ 40,000	\$5,000
\$150,000	\$ 75,000	\$ 60,000	\$5,000
\$200,000	\$100,000	\$ 80,000	\$5,000
\$250,000	\$125,000	\$100,000	\$5,000

The County will provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1040 service hours of satisfactory service.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

(2) Administrative Leave.

(A) The following subsection applies to the Management Unit.

Effective pay period (1) of 1997, an employee in a regular position will be provided with (60) hours of Administrative Leave time for the employee's use. Employees hired after the beginning of pay period (1) of 1997 shall receive a prorated number of hours based on the annual rate of sixty (60) hours. Such Administrative Leave may be cashed out at the employee's then-current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 2.31 hours per pay period minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then-current base rate of pay. Employees may designate that cash out of Administrative Leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 2.31 hours per pay period that exceeds the total number of hours previously used and cashed out.

Effective pay period 1 of 2000 and each year thereafter an employee in a regular position will be provided with eighty (80) hours of Administrative Leave time to be used or cashed out as described above with a prorated amount of 3.08 hours per pay period.

Administrative Leave may be used on the same basis and under the same conditions as Vacation Leave.

(B) The following subsection applies to the Supervisory Unit.

Effective pay period 1 of 1997, an employee in a regular position will be provided with twenty (20) hours of Administrative Leave time for the employee's use. Employees hired after the beginning of pay period 1 of 1997 shall receive a prorated number of hours based on the annual rate of twenty (20) hours. Such Administrative Leave may be cashed out at the employee's then-current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 0.77 hours per pay period minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then-current base rate of pay. Employees may designate that cash out of Administrative Leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 0.77 hours per pay period that exceeds the total number of hours previously used and cashed out.

Effective pay period 1 of 2000 and each year thereafter an employee in a regular position will be provided with forty (40) hours of Administrative Leave time to be used or cashed out as described above with a prorated amount of 1.54 hours per pay period.

Administrative Leave may be used on the same basis and under the same conditions as Vacation Leave.

(3) Annual Leave.

(A) The following subsection applies to the Management Unit.

Effective pay period 15 of 1997, through and including pay period 14 of 1999, employees in this Unit shall be credited with twenty (20) hours of annual leave at the beginning of each fiscal year which will be separate from and in addition to any vacation or holiday leave. If any annual leave remains at the end of a fiscal year, it shall not be cumulative into the next year, nor shall there be any conversion to cash.

*Exception -- Effective pay period 1 in 1999, existing annual leave balances will be carried forward and will be augmented by ten (10) hours as a transition from a fiscal year to a calendar year basis.

(B) The following subsection applies to the Supervisory Unit.

Effective pay period 1 of each year, employees in this Unit shall be credited with forty (40) hours of annual leave. Annual leave shall be available for use at the beginning of each calendar year. Annual leave will be separate from and in addition to any vacation or holiday leave. If any annual leave remains at the end of a calendar year, it shall not be cumulative into the next calendar year nor shall there be any conversion to cash.

*Exception -- Effective pay period 1 in 1999, existing annual leave balances will be carried forward and will be augmented by thirty (30) hours as a transition from a fiscal year to calendar year basis.

Employees who are promoted to another occupational unit that does not contain an annual or administrative leave provision and who have been denied in writing the opportunity to use the leave due to work urgency shall receive in cash payment the prorated amount of annual leave from the start of the calendar year to the date of promotion (i.e., 1.54 hours per pay period). Where an employee has elected to use vacation leave in lieu of annual leave, the prorated annual leave shall be reduced by the number of vacation hours utilized. In those instances where an employee returns to the unit prior to the end of the calendar year, the Annual Leave for the remainder of the calendar year shall be credited on a pro rata share, i.e., 1.54 hours per pay period. This provision applies only to these specific circumstances and expressly excludes its application to any other set of circumstances.

(4) Benefit Plan.

(A) Employees in a regular position scheduled and paid for a minimum of forty-one (41) hours per pay period are eligible to receive the benefits of this section.

(B) The biweekly amount of the County provided Benefit Plan for Administrative Services, Clerical, Craft, Labor and Trades, Professional, and Technical and Inspection Units shall be one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period.

(C) The biweekly amount of the County provided Benefit Plan for Management Unit employees shall be one hundred fifty dollars (\$150) per pay period.

(D) The biweekly amount of the County provided Benefit Plan for Supervisory Unit employees shall be one hundred thirty-eight dollars and forty-seven cents (\$138.47) per pay period.

(E) Under no circumstances will the monetary value of the Benefit Plan be prorated.

(F) Eligible employees shall be provided with a Benefit Plan established under Section 125 of the Internal Revenue Code. The purpose of the Benefit Plan is to provide employees with a choice between pre-tax and after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit), and accidental death and dismemberment insurance premiums. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium. Any remaining Benefit Plan dollars are taxable cash to the employee.

(G) Under this benefit, the County will make available the existing health, dental, voluntary life (to the extent permitted by IRS), and accidental death and dismemberment insurance programs currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. All eligible employees must enroll in one health plan and one dental plan offered by the County. Participation in voluntary life and accidental death and dismemberment insurance is voluntary. Employees who fail to elect health and/or dental plan coverage will be automatically enrolled in the health and/or dental plan with the lowest biweekly premium rates available to them based on the geographical location of their primary residence. An exception may be made for an employee whose spouse is also a regular County employee eligible for health and dental insurance. Employees may elect coverage as a dependent on their spouse's County health and/or dental insurance plan in lieu of individual employee coverage. Such election must be made within thirty (30) days of the employee's or the County spouse's eligibility for County health and dental insurance. A request for an exception must be submitted in writing on an appropriate form and approved by the Human Resources Division Chief, Employee Benefits & Services or designee. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation.

(H) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption or marriage. Notification must be submitted to Human Resources Employee Benefits & Services in accordance with procedures adopted by the County. Employees with health and dental dependent coverage must maintain such coverage during the Plan Year. Dependent(s) may be removed mid-Plan year for the following: (1) Dependent(s) become ineligible for coverage under the insurance plan eligibility rules, e.g. divorce or

over-aged dependent, (2) employee has an eligible change in status, e.g. loss or gain of spouse's employment, or (3) dependent(s)' coverage is entirely paid on an after-tax basis through payroll deduction. Premiums for coverage will be automatically deducted from the employee's pay warrant. Under no circumstances will the insurance premiums be prorated.

(I) Election of pre-tax and after-tax payroll deductions shall be made in a manner, time period, and on such forms as are approved by the Human Resources Division Chief, Employee Benefits and Services.

(J) The Benefit Plan Year begins on the first day of the pay period prior to the pay period in which August 1 falls. The Benefit Plan Year is approximately 26 pay periods. All elections must remain in effect for the Benefit Plan Year.

(K) Employees who become eligible after the beginning of the Benefit Plan Year shall begin participation on the first day of the pay period in which they work forty-one (41) or more hours provided an approved election form is appropriately submitted.

(L) Mid-year change of elections may be authorized by the Human Resources Division Chief, Employee Benefits and Services, or his/her designee, as long as the change is made on account of or consistent with an employee's change in status as identified in Section 125 of the Internal Revenue Code. Employees are responsible for notification of mid-year change of elections due to status changes. Notification must be submitted to Human Resources Employee Benefits & Services within thirty (30) days of the qualifying event. The Human Resources Division Chief, Employee Benefits & Services may permit mid-year change of elections if County insurance premiums significantly increase during the Benefit Plan Year.

(M) Elections may be changed for any reason during the County's annual open enrollment period.

(N) In no event will changes in elections be permitted except to the extent permitted under Internal Revenue Service rulings and regulations.

(O) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than forty one (41) hours will continue to receive the benefits of this section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Worker's Compensation claim shall receive the benefits of this section for up to twenty (20) pay periods while off work due to that work injury. Employees who are integrating paid leave time with either Short Term Disability (STD) insurance provided by the County or State Disability Insurance (SDI) shall receive the benefits of this subsection under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than forty-one (41) hours but have available leave balances of forty-one (41) hours or more shall receive the benefits of this subsection. Employees who are on an approved medical leave of absence without pay or on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this subsection unless on a medical leave or a Family Medical Leave Act eligible leave.

(P) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

(5) Bilingual Compensation.

The following subsection applies to the Clerical, Craft, Labor and Trades, Administrative Services, Professional and Technical and Inspection Units.

(A) Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars (\$12.00) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.

(B) Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three levels of competency certification solely determined and administered by Human Resources: verbal skill level, written skill level, and technical skill level. Compensation per pay period shall be effective February 27, 1999, as follows: verbal skill level at forty dollars (\$40.00) per pay period, written skill level at forty-five dollars (\$45.00) per pay period, and technical skill level at fifty dollars (\$50.00) per pay period.

(C) The classification of Court Interpreter is exempt from provisions of this subsection.

(6) Classification.

(A) Purpose. Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each County position for the purpose of recruitment, compensation, and organizational structuring. The County shall notify SBPEA in writing of all classification and salary changes to classifications allocated to these units within two (2) working days after such changes have been approved by the Board of Supervisors. Whenever positions are subject to any change as a result of a classification review, such change will be determined by the County, subject to the classification appeal procedure. New and revised classification specifications shall be furnished to SBPEA in a timely manner.

(B) Procedure. In accordance with Personnel Rule III, Section 5, appeals of recommended allocations may be filed by incumbents in positions included in a classification study or by their representative. The burden of proof on any classification appeal rests with the appellant to establish why the recommended allocation is not appropriate. The content of and decision on classification appeals shall be restricted to consideration of the recommended and the

requested classification. All classification appeals shall be limited to a discussion of duties and responsibilities performed at the time the position was studied.

Classification appeals are heard by a mediator with classification expertise. The decision of the mediator shall be advisory. If the decision of the mediator has an economic impact, the decision of the mediator shall be in the form of a recommendation to the Board of Supervisors for final action. The mediator shall follow the appeal procedure established by the County and SBPEA, and provide written justification to the aforementioned parties on classification appeal recommendations. An employee/appellant not represented by SBPEA shall be obligated to pay half the total cost for the mediator. Any decisions awarded in those cases where SBPEA does not represent the appellant shall be limited to that singular case and the decision may not be cited as precedent by the County, SBPEA or any other appellant representative in subsequent proceedings.

Step 1. At the conclusion of the classification study, Human Resources will make a written recommendation to the appointing authority, unless the mediator's recommendation would have an economic impact. In such cases, the Board of Supervisors would take final action.

Step 2. The appointing authority will notify position incumbent(s) of study results and the timeframes for filing an appeal.

Step 3. Employees may file a classification appeal individually or in groups provided that all positions represented were allocated to the same class and appealed to the same class. The appeal form should thoroughly explain why the incumbent believes that the allocation is not appropriate and why the requested class is more appropriate. Appeals must be based on the duties performed at the time the position was studied. Changes subsequent to the study will be considered under Personnel Rule III, Section 4(c) upon withdrawal of the appeal.

An appeal to a non-existent class must clearly show that no existing classification describes the duties and functional responsibilities of the position.

Disagreements on title of a class, or on the format and wording of class specifications, are not basis for an appeal. Requests for revisions will be presented in writing to Human Resources for review.

Revisions to a class specification may be appealed to the mediator in cases where it is alleged that a class specification was so significantly revised as to change the grade determinants of a class.

Disagreements on salary matters for new classifications are excluded from this procedure and will be considered in the context of the meet and confer process. The salary of a classification for which a technical title change has been approved by the Board of Supervisors is not appealable. No salary action can be taken on an existing classification to the meet and confer process that would have the effect of reopening a current agreement by Memorandum of Understanding.

Salaries for new classes will be set by management, unless changes are made by an appeal and recommended by the meet and confer process. Such changes acted on by the Board of Supervisors may be charged against any succeeding agreements by Memorandum of Understanding.

Disagreements on representation unit designations are excluded from this procedure.

Step 4. The position incumbent completes the Classification Appeal form and files it within fifteen (15) working days of Board of Supervisors' approval; or within fifteen (15) working days from the appointing authority's notification to the employee.

Step 5. The appeal will be reviewed by Human Resources for changes in job duties or other substantial changes to the position description on which the allocation was based.

Human Resources staff will respond in writing to the Appeal within fifteen (15) working days. Copies of the response will be sent to all involved parties.

Step 6. A mandatory prehearing conference will be scheduled within a twenty (20) workday period from the date of Human Resources' response. Appellants, exclusive employee organization staff representatives, and Human Resources staff will meet and attempt to reach a settlement. At the request of parties involved, additional personnel may attend to offer clarification of job duties performed by the appellant(s). If no resolution is reached at this conference, the appellant(s) and Human Resources will stipulate to the issue(s) in dispute.

Step 7. Following the pre-hearing conference, Human Resources staff and the appellant/appellant's representative will consider the information exchanged. Human Resources may revise its allocation recommendation, and appellant(s) may withdraw appeals.

Step 8. Any additional supporting documentation must be filed with the mediator by both appellant(s) and Human Resources staff fifteen (15) workdays subsequent to the prehearing conference. Lists of witnesses and all written materials/exhibits that are to be discussed at the hearing must be included in this final brief. All parties will receive copies of these briefs.

Step 9. All of the aforementioned timeframes may be lengthened or shortened upon the joint concurrence of Human Resources and the employee organization involved.

Step 10. Appeals which have not been resolved through the preceding steps will be forwarded to the mediator.

Step 11. Appeals presentations will be limited to the incumbent employees or spokespersons elected from the group of appellants, exclusive recognized employee organization staff representatives, and members of Human Resources staff. Witnesses may be heard for the purpose of clarifying technical aspects of job duties.

Prior to the appeal hearing, the mediator will have reviewed copies of the appeal documentation submitted by both parties.

Appellants will present arguments first. The burden of proof is with the appellant why the recommended classification allocation is not an appropriate recommendation. Twenty (20) minutes will be allowed for presentation. Time not taken for presentation will be forfeited. Arguments should be centered around why the classification allocation was not appropriate and what classification would be the most appropriate.

Human Resources staff will present arguments. Twenty (20) minutes will be allowed for presentation of this argument. Time not taken will be forfeited.

The mediator will have twenty (20) minutes for questions.

Step 12. Decisions of the mediator will be limited to the class recommended by Human Resources or the class requested by the appellant on the Classification Appeal Form.

A written decision shall be given within thirty (30) days of the hearing, indicating the basis for the decision.

Step 13. Following the appeal hearing, the mediator shall forward the written recommendations to Human Resources and the San Bernardino Public Employees' Association. Both parties will be allowed a two week review period prior to submission of the decision to the Board of Supervisors.

Step 14. Parties will agree to support the recommendations of the mediator unless there is a failure to act in good faith in implementing the spirit and intent of these procedures.

Step 15. This procedure shall remain in effect until it is changed through the meet and confer process. Requests for changes to the procedure may be presented at any time.

(7) December Closure.

On a one-time basis only, County departments will close on December 27, 28, and 29, 1999. County employees in regular positions shall receive 24 hours of paid leave to use during this closure. Employees in regular positions working on a part-time basis shall receive a prorated number of hours. If, for operational reasons, a departmental operation must remain open on those days, (e.g. Courts, 24-hour departments), employees scheduled to work those days will be credited 24 hours of leave pay period 1/00. This leave must be used during calendar year 2000 at a time mutually agreeable to the employee and the appointing authority. If the employee has not used the leave by the end of pay period 26/00, it will not be cumulative into the next calendar year, nor shall there be any conversion to cash.

(8) Demotions.

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower.

A promoted employee who returns to his/her former classification during the probationary period shall be placed on the same step within the base salary grade for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary grade of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be returned at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary grade of the lower classification.

An employee who demotes to a trainee classification for which the journey level position is higher than the classification he/she demoted from, shall retain the same salary rate. Such an employee will be placed on the "X" step if necessary, and the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

An employee whose position is downgraded as a result of a classification study, may be placed on the "X" step in accordance with the provisions of the subsection on "Downgrading" with the approval of the appointing authority and the Director of Human Resources.

An employee demoted for disciplinary reasons, shall be placed on the step within the base salary grade of the class to which demoted as provided in the Order of Demotion.

(9) Dependent Care Assistance Plan.

Employees in regular positions scheduled for a minimum of forty-one (41) hours pay per pay period are eligible to participate in the Dependent Care Assistance Plan (DCAP). DCAP allows eligible employees to elect to receive dependent care assistance benefits which are excludable from gross income under Sections 129 and 125 of the Internal Revenue Code, as amended, and shall be construed to comply with said code sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources Division Chief, Employee Benefits & Services consistent with said section.

An employee hired or who would otherwise first qualify for participation after December 1, 1991, shall be eligible to participate the first day of the month following thirty (30) days from the date they submit their enrollment.

An employee must contribute to DCAP through salary reduction on forms approved by the Human Resources Division Chief, Employee Benefits & Services. An employee election to participate shall be irrevocable for the remainder of the plan year except to the extent permitted under IRS Regulations.

(10) Differentials.

(A) Charge Nurse Assignment.

Professional Unit: Registered Nurses assigned the responsibility as the charge nurse of a nursing station for a scheduled shift at the Arrowhead Regional Medical Center and Behavioral Health Department Inpatient Services shall be entitled to fifty-five cents (55¢) per hour differential for hours worked in this capacity. The assignment of charge nurse responsibility is to be rotated in an equal manner for all registered nurses with the provision that such assignment may be declined in writing. However, a staffing situation on a particular unit and/or shift may make it necessary for the nurse manager to assign a person to be in charge who has declined in writing to do so. Further, the fifty-five cents (55¢) per hour charge nurse differential is in addition to any other differential to which the employee might be entitled.

Effective pay period 15 of 1999, the Charge Nurse Assignment Differential shall be sixty-five cents (65¢).

Effective pay period 15 of 2000, the Charge Nurse Assignment Differential shall be one dollar (\$1).

(B) After Hours Hotline Supervisor.

Professional, Supervisory Units: Social Services Practitioners and Supervising Social Services Practitioners in the Department of Children's Services who are designated by their appointing authority to take telephone calls regarding child endangerment issues, assess risk to a child, contact staff and assign them case responsibility, assist staff in locating placements as needed, and otherwise provide support to on-call staff, while working beyond the regular hours of the Child Abuse Hotline shall be paid \$11.50 for each hour of assigned duty effective February 27, 1999. The number of employees scheduled for assignment or the removal of employees from the hotline differential is at the discretion of the appointing authority and is not subject to review through the Grievance Procedure. Regularly scheduled Social Workers shall not average more than fifty-four (54) hours of hotline duty per pay period during each fiscal year.

(C) Inpatient Assignment Compensation.

Professional, Supervisory Units: Employees in the following classifications with a continuous, full-time assignment for work in the Behavioral Health Inpatient Unit of the Behavioral Health Department shall receive inpatient assignment compensation:

Professional Unit: Clinical Therapist I; Clinical Therapist II; Clinical Therapist - Prelicensed; Mental Health Clinicians I - IV (MC); Psychiatrist.

Supervisory Unit: Mental Health Clinic Supervisor.

The appointing authority shall designate those positions eligible to receive inpatient assignment compensation of eighty dollars (\$80) per pay period.

(D) Keystroke Differential.

Clerical Unit: The following rates of pay have been established as an incentive differential for employees who are on regular status and have worked a minimum of three hundred (300) hours of data entry work within a quarter.

The keystroke standards are subject to reevaluation and change if a significant data entry procedural change is made, or new equipment or technology is introduced into data entry operations. Otherwise, the standards shall be reevaluated annually to determine stroke-rate incentive adjustments.

Data entry standards for personal computer based equipment:

P.C. Based Salary Incentive	Auditor-Controller Keystroke/Hour	Information Svcs Ctr Keystroke/Hour	Distr	Recorder Keystroke/Hour
2-1/2%	7,300 - 7,899	6,720 - 7,560	(3)	5,700 - 6,183

5%	7,900 - 8,599	7,561- 8,190	(1)	6,184 - 6,784
7-1/2%	8,600 - 9,399	8,191- 8,820	(2)	6,785 - 7,687
10%	9,400 - 10,099	8,821 - 9,450	(2)	7,688 - 8,338
12-1/2%	10,100 - 10,699	9,451 - 10,080	(1)	8,339 - 9,099
15%	10,700 - over	10,081 - over	(1)	9,100 - over

Minimum keystrokes/hour to attain regular status:

Auditor/Controller - 7,000
Information Services - 5,880
Recorder - 4,667

Error rate for all offices and work for attaining regular status and qualification for incentive pay is three percent (3%) maximum. The incentive differentials are awarded for a three (3) month period, based upon previously accumulated data with a redetermination made every three (3) months thereafter. A two-grade salary increase shall be paid for the Data Entry Operators II who are supervising Data Entry Operators receiving incentive pay. Employees who are receiving a two-grade differential for supervising employees receiving incentive shall, when promoted within the Data Entry classification series, be placed on the salary grade of their new classification at the pay step which allows for a five percent (5%) salary increase over the salary including differential they had been receiving in their previous classification, provided, however, that no employee shall receive compensation beyond step 11 of the class to which promoted. Employees promoted from Data Entry Operator I shall be placed on the salary grade of their new classification at the pay step required in order to have a five percent (5%) salary increase over the salary including any incentive they had been receiving in their previous classification, provided, however, that no employee shall receive compensation beyond step 11 of the class to which promoted, but shall be eligible to receive the supervisory differential pursuant to this section.

For Information Services: The County shall gather the annual keystroke operator performance. This data shall be used to develop keystroke incentive rates resulting in the same distribution identified above.

Supervisory Unit: Data Entry Supervisors who are supervising Data Entry Operators receiving Keystroke Differential shall be paid a two-grade salary differential. Employees who are receiving a two-grade differential for supervising employees receiving Keystroke Differential shall, upon promotion to Data Entry Supervisor, be placed on the base salary grade of the Data Entry Supervisor classification at the step which allows for a five percent (5%) salary increase over their salary including differential they had been receiving in their previous classification, provided, however, that no employee shall receive compensation beyond step 11 of the class to which promoted.

(E) Laboratory Technologist Night Standby Duty Pay.

Professional, Supervisory Units: The following rates of pay and working conditions have been established for the Laboratory Technologists and Supervising Laboratory Technologists on night standby duty.

(I) The hours included on night standby duty shall be from 11:30 p.m. to 7:30 a.m. seven (7) days each week.

(II) The first Laboratory Technologist must be in residence at the Arrowhead Regional Medical Center, in a room assigned to the Laboratory, during the hours of standby duty. This Laboratory Technologist shall be paid ten dollars (\$10) per call.

(III) A second Laboratory Technologist may be designated for night standby duty at the Technologist's normal place of residence. This second Laboratory Technologist shall be paid sixteen dollars (\$16) for standby duty if not called. If called, this Laboratory Technologist shall be paid thirty-two dollars (\$32) which shall include the first call and ten dollars (\$10) for each subsequent call.

(IV) The provisions for night standby duty pay shall not apply to any Laboratory Technologist assigned to work the 11:30 p.m. to 7:30 a.m. shift.

(V) Classifications eligible for this provision shall include: Laboratory Technologist I, Laboratory Technologist II, Laboratory Technologist III, Laboratory Technologist School Coordinator, and Supervising Laboratory Technologist.

(F) Legal Service Classification.

Professional Unit:

(I) Application. This subsection shall apply to all deputy attorney classifications. The term "Deputy" includes Deputy District Attorney and Deputy Public Defender.

(II) Service. The term "service" means service which the appointing authority finds to be "good" or "superior" in work performance and conduct.

(III) Hiring. With the approval of the County Administrative Officer, experienced attorneys may be hired in a classification and at a variable entrance rate commensurate with demonstrated experience, ability, and the needs of the County. Attorneys without experience may be hired as Deputy I's at the appropriate entrance step of the applicable salary grade as shown in the subsection, "Salary Adjustment."

(IV) Deputy I. Upon completion of 1040 hours of service, an attorney holding a Deputy I position shall be advanced to the next step within the applicable salary grade. After an additional 1040 hours of service, such deputy shall be promoted to a Deputy II classification. The Deputy shall be terminated if it is found that such promotion is not merited. An attorney hired as a Deputy I at some step other than step 1 because of experience, ability, or needs of the County may, after 1040 hours of service, be promoted to a Deputy II classification upon the recommendation of the appointing authority.

(V) Deputy II. After a period of not less than 1040 hours of service nor more than 2080 hours of service in a Deputy II classification, an attorney shall be advanced from step 1 to step 3 of such classification. After a period of not less than 1040 hours of service nor more than 2080 hours of service on step 3, the Deputy shall be advanced to step 5. After a period of not less than 1040 hours nor more than 2080 hours of service on step 5, the Deputy shall be promoted to a Deputy III classification, or the Deputy shall be terminated if it is found that such promotion is not merited.

(VI) Deputy III. After a period of not less than 1040 hours of service nor more than 2080 hours of service in a Deputy III classification, an attorney shall be advanced from step 1 to step 3 of such classification. After a like period of service on step 3, the Deputy shall be advanced to step 5. After a period of not less than 1040 hours of service nor more than 2080 hours of service on step 5, an attorney shall be promoted to a Deputy IV classification, commencing on step 5 of the applicable salary grade.

(VII) Deputy IV. After a period of not less than 1040 hours of service nor more than 2080 hours of service on step 5 of the salary grade applicable to the Deputy IV classification, an attorney shall be advanced to step 7. After a like period of service on step 7, the Deputy shall be advanced to step 9. After a like period of service on step 9, the Deputy shall be advanced to step 11.

(VIII) An attorney hired as a new employee in a Deputy III or Deputy IV classification shall serve a combined probationary and training period of 2080 hours. Those promoted to Deputy III from Deputy II or to Deputy IV from Deputy III shall immediately acquire regular status in the higher classification.

(IX) Exceptional Service. An additional two-grade increase or an additional four-grade increase in salary may be paid to attorneys for outstanding ability or work for a period not to exceed 2080 hours if such increase is: (1) jointly recommended by the appointing authority and the County Administrative Officer; and (2) approved by the Board of Supervisors. Such additional compensation may be renewed each year and shall be designated Exceptional Service Compensation.

(X) Removal from Operation of Section. Upon request of the appointing authority and the approval of the Civil Service Commission, an attorney may be removed from the operation of this subsection.

(G) Night Shift Differential.

All - Except Management:

(I) Purpose. It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.

(II) Eligible Personnel. Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty may receive night shift differential compensation with prior approval of the appointing authority.

(III) Special Provisions.

(i) Night shift differential compensation shall not be included in the base rate of pay when computing overtime, or call-back pay. Such differential will be included in computing overtime for employees who are not exempt under the Fair Labor Standards Act (i.e., Administrative Service, Clerical, Technical & Inspection, Craft, Labor and Trades Units). Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.

(ii) Night shift differential compensation shall not apply to any classifications when the base salary rate of such classification is based on "night rates" (e.g., Night Supervisor I or II in the Technical and Inspection Unit).

(iii) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this section.

(IV) Compensation. Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 6:00 p.m. and 8:00 a.m. of the following day shall receive shift differential according to their bargaining unit for each hour over and above their base hourly rate as follows:

Administrative Services Unit	50¢
Clerical Unit	40¢
Craft, Labor and Trades Unit	50¢
Professional Unit	50¢
Supervisory Unit	50¢
Technical and Inspection Unit	40¢

Effective February 27, 1999, the Clerical Unit and Technical and Inspection Unit rates shall be fifty cents (50¢) per hour. Effective January 1, 2000, all units identified above shall receive sixty cents (60¢) per hour. Effective December 30, 2000, all units identified above shall receive seventy cents (70¢) per hour.

(H) Medical Support Shift Differential. Employees designated in this paragraph assigned to hospital, mental, or correctional institutions whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 6:00 p.m. and 12:00 a.m. (midnight), shall receive ninety cents (90¢) per hour over and above their base hourly rate. Effective July 3, 1999, this rate shall be one dollar and ten cents (\$1.10) per hour. Effective July 1, 2000, the rate shall be one dollar twenty-five cents (\$1.25) per hour. Those eligible employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive one dollar and fifty cents (\$1.50) per hour over and above their base hourly rate. Effective July 3, 1999, the rate shall be one dollar and eighty cents (\$1.80) per hour. Effective July 1, 2000, the rate shall be two dollars and ten cents (\$2.10) per hour. This paragraph shall apply to the types of positions and units listed below:

Administrative Services Unit	Respiratory Therapists Respiratory Care Practitioners Pulmonary Function Specialists
Professional Unit	Registered Nurses Laboratory Technologists Registered Nurses
Supervisory Unit	Respiratory Care Practitioners Supervising Laboratory Technologists

(I) Medical Support Weekend Differential. Employees designated in this paragraph assigned to hospital, mental, or correctional institutions, who work on a scheduled weekend day off, shall be paid an additional two dollars (\$2.00) per hour over and above their base hourly rate. Effective July 3, 1999, the rate shall be two dollars and forty cents (\$2.40) per hour. Effective July 1, 2000, the rate shall be two dollars and eighty cents (\$2.80) per hour. Weekend for purposes of this provision is between 11:00 p.m. Friday through 11:00 p.m. Sunday night. In no event shall this differential be paid for a weekend tour of duty which was regularly scheduled as part of a standard tour of duty. This paragraph shall apply to the types of positions and units listed below:

Administrative Services Unit	Respiratory Therapists Respiratory Care Practitioners Pulmonary Function Specialists
Professional Unit	Registered Nurses
Supervisory Unit	Registered Nurses Respiratory Care Practitioners Supervising Laboratory Technologists

(J) Nurses' Incumbency Differential. Professional, Supervisory Units: The incumbents in the following classifications as of June 30, 1989, will receive a differential of one dollar and thirty-five cents (\$1.35) per hour. The differential will be discontinued from the incumbent and position whenever the incumbent who occupied the position as of June 30, 1989, vacates said position. The classifications affected by this provision are:

Professional Unit	Clinic Nurse I - ARMC Clinic Clinic Nurse II - ARMC Clinic Nurse Educator Nurse Epidemiologist Transplant Coordinator I Transplant Coordinator II
Supervisory Unit	Clinic Supervisor - ARMC

(K) Nurses' Unit Differential. Professional, Supervisory Units: Registered nurses in the Professional Unit and Head Nurses in the Supervisory Unit regularly assigned to a special treatment unit at the Arrowhead Regional Medical Center shall be entitled to unit differential upon certification of the appointing authority that said nurse possesses specialized skills required to perform within the assigned unit. Special treatment unit for eligible employees is defined as Burn, Emergency, Respiratory, Intensive Care, Coronary Care, Labor and Delivery, Operating Room, and Neonatal Intensive Care Units. The unit differential shall be fifty-five cents (55¢) per hour over and above their base hourly rate. Effective July 3, 1999, the rate shall be sixty-five cents (65¢) per hour, over and above their base hourly rate. Effective July 1, 2000, the rate shall be one dollar (\$1.00) per hour, over and above their base hourly rate.

(L) Compensation Limitation. Supervisory Unit: In no case shall the monetary rate of the night shift/weekend differential and bilingual compensation paid to a supervisor be less than that paid to a supervised employee receiving the same differential(s).

(11) Disaster Service Workers.

All employees covered by the this section are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

(12) Downgrading.

When a position is downgraded, the Director of Human Resources may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

(13) Dual Appointments.

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Director of Human Resources to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status. The most recently hired employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled.

(14) Electronic Fund Transfer.

All employees hired after March 27, 1999, must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

(15) Expense Reimbursement.

(A) General Provisions. The purpose of this subsection is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County, except as may be otherwise provided in this section.

(B) Responsibilities. It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the appointing authority.

(C) Travel Authorization.

(I) Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(II) The appointing authority or designee shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller shall be notified in writing of all such designees.

(III) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this subsection.

(D) Authorization for Attendance at Meetings.

(I) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.

(II) Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

(E) Records and Reimbursements.

(I) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25), the submission may be deferred until the amount exceeds twenty-five dollars (\$25) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.

(II) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(i) Subsistence, except as otherwise provided in this subsection.

(ii) Private mileage.

(iii) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.

(iv) Telephone and telegraph charges.

(v) Other authorized expenses of less than one dollar (\$1).

(III) Claims for expense reimbursement totaling less than one dollar (\$1) in any fiscal year shall not be paid.

(IV) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.

(V) Except as otherwise provided in this subsection, expense reimbursements shall be made on an actual cost basis.

(F) Transportation Modes.

(I) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

(II) Travel via Private Automobile.

(i) Reimbursement for the use of privately owned automobiles to conduct County business shall be at the IRS allowable rate of thirty-two cents (32¢) per mile, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any

insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(ii) When employees traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(iii) Travel via Rental Vehicles. Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(iv) Travel via air.

(a) Commercial Aircraft. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or designee.

(b) Private Aircraft. When private aircraft transportation is approved by the County Administrative Officer or designee, reimbursement will be as follows:

(1) Reimbursement for use of aircraft owned or rented and flown by County personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to automobile parking charges.

(2) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer or designee: Sacramento, San Francisco, Oakland, and San Jose.

(3) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the County Administrative Officer or designee prior to departure.

(4) The employee or owner of the aircraft must have a minimum single limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the County included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

(G) Subsistence.

(I) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the allowances listed below in paragraphs (II) and (III) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Receipts are mandatory to obtain reimbursement for all lodging and claims for the full day's meal allowance.

(II) The allowance for lodging is sixty-five dollars (\$65) plus tax, per night, single, with receipt.

(III) The allowance for meals is forty-one dollars (\$41) plus tax and gratuity, the latter not to exceed fifteen percent (15%), per day, for three (3) meals, or when separate meals are claimed, nine dollars (\$9) for breakfast; twelve dollars (\$12) for lunch; and twenty dollars (\$20) for dinner, all plus tax and gratuity, as provided above.

(IV) Meal allowances for a business meeting/conference including meals are the actual cost.

(V) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

(H) Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor-Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25).

(16) Extra-Help Employment.

An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak work loads; emergency extra work loads of limited duration; necessary vacation, holiday or sick leave relief; and other situations involving a fluctuating staff.

Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this section or required by law. Extra-help employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the subsection "Salary Rates and Step Advancements".

Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Director of Human Resources, an employee in a regular position may choose to work in an extra-help capacity for the same or another appointing authority and be compensated as such pursuant to this subsection.

Extra-help employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute five percent (5%) of the employee's biweekly gross earnings, and the County shall contribute two and one-half percent (2.5%) of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

(17) Hours of Work.

The following subsection applies to the Management, Professional and Supervisory Units.

Employees covered by this subsection who are disciplined by a suspension without pay shall only receive such suspension in increments of one work week. Alternatively, an appointing authority may discipline an employee covered by this subsection via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday, annual or administrative leave. Deductions of accrued leave time may be made in increments of less than one work week. Any disciplinary action imposed under this subsection is subject to appeal under the Personnel Rules of San Bernardino County. Employees shall not be disciplined by a reduction in step.

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

Notwithstanding any other provisions of this section, the County Administrative Officer may authorize overtime compensation at straight time or time and one-half rates at any time (including retroactively for emergencies as defined in Section 13.022(h) of the County Code) to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

Employees in regular positions in these units are considered to be salaried for purposes of the Fair Labor Standards Act. If, as a result of changes in legislation, federal regulations, or court decisions, employees are considered to be non-salaried, the County and SBPEA will meet and confer concerning changes to return the employees to salaried status.

(18) Job Sharing.

The County will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Whenever possible, job sharing will be encouraged to minimize the impact of a layoff. Jobs may be shared on an hourly or daily basis, provided that one employee works more than forty (40) hours per pay period. The employee who works less than forty (40) hours per pay period shall not be eligible to receive any benefits under the subsection, "Benefit Plan," or for which the County pays an insurance premium or membership in the retirement system.

All other benefits for job sharing employees shall be as provided in the appropriate subsection. Each employee shall be notified in writing by the appointing authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

(19) Leave Provisions.

(A) Sick Leave.

(I) Definition. Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment.

(II) Definition - Immediate Family. Immediate family is defined as spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(III) Usage - Bereavement. A maximum of forty (40) hours earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the employee.

(IV) Usage - Family Sick Leave. For all units except Clerical, a maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family residing in the employee's household who require the attention of the employee. This limit shall not apply to the Clerical Unit.

A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.

(V) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned provided, however, that an employee must have completed 1040 hours of continuous service from the employee's benefit date. Effective July 3, 1999, earned sick leave shall be available for use the first day following the pay period in which it is earned. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis.

(VI) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this section.

(VII) Administration.

(i) Investigation. It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.

(ii) Notice of Sickness. In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., clinic staff, road crews), the appointing authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay.

Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.

(a) Employees who have been absent for ten (10) or more consecutive working days, except for employees who are returning to work after childbirth with no job modification requirements.

(b) Employees who have been absent for more than one day due to an occupational injury.

(c) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

(d) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

It is the responsibility of the employee, covered by (a)-(d) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work. Such notice must be provided at least five (5) working days prior to reporting to work. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.

Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.

The final decision on the employee's ability to return to work rests with the medical provider at the Center. In the event the employee is not released to return to work by the medical provider at the Center, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

(iii) Review. The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(iv) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(v) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(VIII) Workers' Compensation. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(IX) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in subsection X below.

(X) Sick Leave Conversion. Employees who hold regular positions in the County service and are currently members of the San Bernardino County Employees' Retirement Association shall receive compensation in accordance with the following.

After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula, unless the employee is in a unit which has voted to convert sick leave into a Retiree Medical Trust in accordance with the Retirement Medical Trust Fund subsection

Sick Leave Balance as of Date of Separation	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then-current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred (500) hours pay computed at the then-current base hourly rate of said employee.

(XI) Perfect Attendance. Employees in regular, full-time positions who do not utilize any sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year), and who do not record any sick leave without pay or absent without pay during that year, shall receive a one year's paid membership in a Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the San Bernardino YMCA. In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent fiscal year. Failure to utilize perfect attendance leave within the subsequent fiscal year shall result in forfeiture of the same.

*Exception – Perfect Attendance Leave benefit will be changed to a calendar year time period (pay period 1 through 26 or 27) effective calendar year 1999. During the transition from a fiscal year to a calendar year basis, employees with perfect attendance between pay periods 15/98 and 27/98 will receive their choice of eight (8) hours of perfect attendance leave or up to one hundred twenty-nine dollars (\$129) towards a health club membership.

(xII) Vacation Conversion Option. Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

Sick Leave Hours Used	Hours to be Converted	<i>Vacation</i>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

(B) Vacation Leave.

(I) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

(II) Accumulation.

(i) Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro rata basis; provided, however, that there shall be no proration of the maximum accumulations.

For employees in the Administrative Services, Management, Professional, and Supervisory Units, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1600 hours of continuous service from the employee's benefit date.

Length of Service From Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1600 and through 8320 service hours	80 Hours	160 Hours
Over 8320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

For employees in the Clerical, Technical and Inspection, and Craft, Labor and Trades Units, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided that an employee has completed 1040 hours of continuous service from the employee's benefit date.

Length of Service From Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1040 and through 8320 service hours	80 Hours	160 Hours
Over 8320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(III) Administration.

(i) Scheduling. Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the appointing authority will notify the Auditor/Controller of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the appointing authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head/Group Administrator for an immediate review. In those instances where the direct supervisor is the Department Head/Group Administrator, the rescission due to work urgency may be appealed to the Director of Human Resources for immediate review. In those instances where a financial hardship would occur because preapproval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

(ii) Minimum Charge. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this section.

(iii) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(iv) Vacation Leave and Termination Date. Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave.

(IV) Prior Service. Employees in regular positions in the Management Unit and who have been employed by a public jurisdiction in a comparable position or a position which has prepared such employees for an assignment to a position in the Management Unit may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources.

(C) Holiday Leave.

(I) Fixed Holidays. All employees in regular positions except as modified in paragraph (h) shall be entitled to the following holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24 th
July 4th	December 25 th
First Monday in September	December 31 st
Second Monday in October	

(II) Floating Holidays. Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is not on unpaid leave for the entire pay period and is actively on the payroll. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employee's time off for accrued holidays to meet the needs of the service but with consideration given to the

well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no proration of the maximum provided herein.

(III) Eligibility for Holiday Pay. To receive holiday pay for a fixed holiday, employees must be on the payroll during the entire pay period during which such fixed holiday fell. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours and was on approved leave for any unpaid hours. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the appointing authority.

(i) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(ii) Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

(IV) Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those County department operations which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

(V) Holiday Time Accrual. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then-current base rate equivalency unless the employee's position was abolished as a result of a layoff.

(VI) Court Holidays. Effective January 1, 1989, as required by Government Code Section 6700-6701 and Code of Civil Procedure Section 135, employees assigned to regular positions in the Courts, including employees of the County Clerk assigned to Superior Court duties, shall be entitled to the following holidays:

January 1st	First Monday in September
Third Monday in January	Second Monday in October
February 12 (Lincoln's Day)	November 11th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
July 4 th	December 25th

In addition, Court employees assigned to regular positions shall be entitled to a total of sixteen (16) hours of holiday time which shall be accrued during pay period twenty-six (26) provided the employee has not separated prior to the end of the pay period or is not on extended unpaid leave for the pay period.

When a judicial holiday specified by Code of Civil Procedure Section 135 falls on a Sunday, the following Monday shall be observed as the holiday.

When a judicial holiday specified by Code of Civil Procedure Section 135 falls on a Saturday, the preceding Friday shall be observed as the holiday.

(D) Compulsory Leave. If, in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Director of Human Resources or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

(E) Military Leave. As provided in the Military and Veterans Code Section 395 et. seq., and any amendment thereto, a County employee may be entitled to the following rights concerning military leave:

(I) Temporary Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such temporary leave. Pay for such purpose shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays.

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings or drills. Should the meetings or drills unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. The thirty (30) day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty.

A copy of military orders must accompany the request for leave form.

Employees who are called to active duty as a result of the activation of military reservists beginning in May 1999, due to the crisis in Kosovo, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their regular County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for up to one hundred fifty (150) calendar days of active military service in addition to the thirty (30) days provided for in this section. During this one hundred fifty-day period (150-day period), the County will continue to provide the employee the benefit plan as was provided prior to such active duty. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

Employees who are eligible for military leave compensation will be placed on a leave of absence with right of return to their positions.

After December 31, 1999, no compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors.

Eligible employees are also entitled to the reemployment rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, U.S.C. sections 4301-4333.

(II) Active Duty. Employees who resign from their positions to serve in the Armed Forces of the United States or of this State shall have a right to return to their former classification, subject to a physical/psychological examination, on serving a written notice upon the appointing authority of their former department within six (6) months of the termination of their active service with the Armed Forces; provided, that such right to return to former classification shall not be granted to such employees who fail to return to their position within twelve (12) months after the first date upon which they could terminate their active service with the Armed Forces.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration. However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County employment, except as provided in the temporary duty provision.

(F) Political Leave. Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

(G) Special Leaves Of Absence Without Pay

(I) General Provisions. A special leave of absence without pay may be granted to an employee who:

- (i) Is medically incapacitated to perform the duties of the position.
- (ii) Desires to engage in a relevant course of study which will enhance the employee's value to the County.

(iii) Takes a leave of absence pursuant to the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).

(iv) For any reason considered appropriate by the appointing authority and the Director of Human Resources.

(II) Types of Leaves of Absence. There are four types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Director of Human Resources or designee. Upon request, the appointing authority or designee and the Director of Human Resources or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate subsection of this section.

(i) Leave of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

(ii) Family leave. Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan subsection of this section for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are County employees, both employees are limited to a total of twelve (12) weeks between them.

(iii) Leaves of absence without right to return.

(a) Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(b) Benefits upon rehire. An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

(1) Hire date;

(2) Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return;

(3) Any sick leave accruals that had not been cashed out will be restored; credit for years of service toward the seven percent (7%) retirement systems contribution shall be retained, but no credit shall be given during the leave of absence.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the subsection on Reemployment.

(4) Rehire Process. An employee may be reemployed in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. The employee shall be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

(iv) Medical Leave Of Absence.

(a) Definition. A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after the federal Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) have been exhausted. The employee is responsible for providing documentation

from a qualified health practitioner prior to approval. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

Upon return from a medical leave of absence, the employee shall retain the benefits described under subsection iii(b) above.

(H) Jury Duty Leave. Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the appointing authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in subsection 19(G) of this section.

(I) Examination Time. Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking County promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

(J) Witness Leave. Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

(K) Blood Donations. Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the appointing authority to receive this benefit.

(L) Service Date. Employee service date is the first day of the pay period in which the employee begins work.

(M) Election Leave. Employees in regular positions who desire to volunteer their services as Election Poll Workers for elections, (including UDEL, General, Primary, Gubernatorial and Local) will apply through the San Bernardino County Registrar of Voters and coordinate their intent to serve through their respective Department Head or designee. Acceptance as a Poll Worker is conditional upon the approval of the employee's Department Head and the Registrar of Voters. Employees will not use their accumulated leave balance, but will be paid their normal salary by the employing department as if they were reporting for a regular work day. In addition to receiving their current salary/benefits, the county employee will receive the same stipend as other community volunteer election poll workers. Any additional equipment or supplies necessary to carry out their election poll worker duties on Election Day will be provided by the Registrar of Voters. California Elections Law requires the election poll workers attend a training session prior to each election. This training will be conducted by the Registrar of Voters and

scheduled at a time which will not impact on the employee's regular work assignments. The Registrar of Voters will keep affected Department Heads informed of employees who volunteer for service on Election Day in terms of their attendance. County employees will receive an Election Day stipend at the same time as it is processed for other community volunteers.

(20) Life Insurance.

The County will pay the premium for a term life insurance policy for each employee according to the table below. This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period.

Bargaining Unit	Amount of Life Insurance
Administrative Services	\$50,000
Clerical	\$20,000
Craft, Labor and Trades	\$20,000
Management	\$50,000
Professional	\$25,000
Supervisory	\$35,000
Technical & Inspection	\$35,000

The County will make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1) time or two (2) times the employee's annual gross earnings.

The County will provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

New employees shall become eligible to participate in these programs on the start of the pay period following completion 1040 hours of satisfactory performance.

All persons eligible for the foregoing program of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

(21) Meal Periods.

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

(22) Medical Emergency Leave.

The particulars of this Medical Emergency Leave policy are as follows:

(A) The employee must have regular status with the County of one (1) year of continuous service in a regular position with the County.

(B) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) Have exhausted all available leave balances; (4) Have also recorded at least eighty (80) hours of sick leave without pay.

(C) An employee is not eligible for Medical Emergency Leave if he or she is receiving workers' compensation benefits. An employee eligible for state disability insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

(D) Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

(E) The donation is to be for the employee's Medical Emergency Leave only; the donation to one employee is limited to a total of 1040 hours per fiscal year.

(F) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Occupational Health Officer or medical designee, is required.

(G) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the forty-one (41) hours per pay period requirement of the Benefit Plan subsection, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

(H) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

(I) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

(I) Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.

(II) An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Occupational Health Officer to return to full time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave subsection of this section.

(III) An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Occupational Health Officer to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

(J) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

(K) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

(L) All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

(M) The parties agree to meet and confer regarding issues arising from the implementation of this program.

(23) Merit Advancements.

(A) The work performance evaluation for a regular status employee shall be completed by the employee's immediate supervisor within six (6) pay periods prior to the employee's step advance due date for an employee not receiving the top step of their salary grade. To receive the step advancement, the employee must be evaluated overall on the work performance evaluation as "Meets Job Standards" or "Exceeds Job Standards." The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than three (3) pay periods prior to the employee's receipt of the work performance evaluation. The regular status employee evaluated overall as not meeting job standards, shall not receive the step advance, except as provided herein.

(B) If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.

(C) In cases where no work performance evaluation is filed, an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's step advance due date.

(D) A denied step advancement can be granted following any sequence of a three (3) pay period review period of the employee's performance. If a supervisor has failed to give the three (3) pay period notice of inadequate work performance prior to step denial, the employee's performance must be evaluated within three (3) pay periods after the step would have been due. If this rating is meets job standards or above, the step advance will be granted effective the original due date. If the supervisor fails to evaluate the employee within three (3) pay periods after the step due date, the employee will be deemed to be evaluated as meets job standards, and the employee shall be granted the step advance effective the original step due date.

(E) Any dispute arising out of the content of a work performance evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" may be processed in accordance with the appeal procedure in the Personnel Rules.

(F) The performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

(24) Overtime.

The following subsection does not apply to the Management Unit.

(A) General Provisions.

(I) Policy. It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the appointing authority to arrange for the accomplishment of work load under their jurisdiction within a reasonable period of time. The County has the right to require overtime to be worked as necessary.

(II) Definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period or, in the case of the Professional and Supervisory Units, eighty (80) hours during a pay period. For purposes of defining overtime, paid leave time shall be considered as time actually worked; provided however, that for employees in the Professional and Supervisory Units, time spent attending conferences, seminars and training programs shall not be considered as time actually worked.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals. Employees of the Arrowhead Regional Medical Center in the Administrative Services, Clerical, Craft, Labor and Trades, and Technical and Inspection Units, with mutual consent of the appointing authority and the employees, may define overtime as hours worked over eight (8) in one day, or eighty (80) in a fourteen (14) day work period.

(III) Overtime Compensation - Administrative Services.

(i) Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(ii) In lieu of cash payment upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at premium hours. Except as provided below, cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds forty (40) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment. For employees in the classifications of Sheriff's Training Specialist I and Sheriff's Training Specialist II, cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds one hundred twenty (120) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(IV) Overtime Compensation - Clerical, Craft, Labor and Trades, Technical & Inspection Units.

(i) Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(ii) In lieu of cash payment upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(V) Overtime Compensation - Professional. Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(VI) Overtime Compensation - Supervisory. Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of

employment. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(VII) Variable Work Schedule. With the exception of the Professional and Supervisory Units, an appointing authority with agreement of an affected employee may arrange for that individual to take such time off as necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.

For employees in the Professional or Supervisory Units, the appointing authority shall have the right to direct an employee to take such time off as is necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given work period.

(VIII) Work Period.

(i) Administrative Services Unit. The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period normally does not exceed forty (40) hours. Employees currently on 9/80 work schedules may maintain such schedules provided a work period can be established and agreed to in writing by the appointing authority and the employee which includes forty (40) hours work each work period. Once an employee currently on a 9/80 work schedule leaves the same, the employee has no right to return. This provision does not otherwise limit the ability of the appointing authority to modify work schedules in accordance with the subsection, "Standard Tour of Duty."

(ii) Clerical, Craft, Labor and Trades, and Technical and Inspection Units. The work period for purposes of overtime, established for employees in these Units commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week.

(IX) Special Provisions - Medical Support.

(i) Administrative Services Unit. Employees assigned to the hospital, mental or correctional institutions and who are respiratory therapists, respiratory care practitioners, or pulmonary function specialists shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

(ii) Professional Unit. Employees assigned to the hospital, mental or correctional institutions and who are laboratory technologists, physical therapists, occupational therapists, clinical biochemists, or registered nurses shall be compensated for time worked in excess of their regularly scheduled tour of duty or eighty (80) hours per pay period at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. Further, such employees shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

In lieu of cash payment, and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to said employee being promoted.

(iii) Supervisory Unit. Employees assigned to the hospital, mental or correctional institutions and who are registered nurses, respiratory care practitioners, or laboratory technologists performing supervisory duties shall be compensated for time worked in excess of their regularly scheduled tour of duty or eighty (80) hours per pay period at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. Further, such employees shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

In lieu of cash payment, and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to said employee being promoted.

(25) Pay Period.

A pay period shall be comprised of fourteen (14) calendar days. A pay period shall commence at 12:01 a.m., January 2, 1999, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Pay checks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue pay checks at an earlier date if possible.

(26) Promotions.

A promotion is the appointment of an employee from one classification to a classification having a higher base salary grade. A promoted employee shall receive at least the entrance rate of the new grade or approximately a five percent (5%) salary increase whichever is greater; provided that no employee is thereby

advanced above step 11 of the higher base salary grade. At the discretion of the appointing authority and with the approval of the Director of Human Resources or designee, an employee may be placed at any step within the higher base salary grade. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Director of Human Resources or designee.

(27) Recruitment/Retention Salary Adjustment.

The Director of Human Resources shall have the sole authority to recommend application of a recruitment/retention salary adjustment for increased compensation only in situations where the Director of Human Resources or designated representative has determined such a need exists. Prior to implementation, the Director of Human Resources or designated representative shall meet and consult with the San Bernardino Public Employees Association. Such recommendation is at the sole discretion of the Director of Human Resources not to exceed the term of the existing Memorandum of Understanding, subject to the Board of Supervisors review and approval.

(28) Recurrent Employment.

A recurrent appointment shall mean an appointment which is made for an indefinite period of time to provide for on-call staffing needs. Recurrent employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this section or required by law. Recurrent employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the subsection "Salary Rates and Step Advancements".

Recurrent employees shall accrue up to eighty (80) hours vacation time annually on a pro rata basis. Such vacation allowance shall be available for use on the first day following the payroll period in which it is earned, provided that the employee has previously worked a total of 1040 hours or more.

Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Director of Human Resources, an employee in a regular position may choose to work in a recurrent capacity for the same or another appointing authority and be compensated as such pursuant to this subsection, except for any vacation entitlement.

Recurrent employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute five percent (5%) of the employee's biweekly gross earnings, and the County shall contribute two and one-half percent (2.5%) of the employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be seven and one-half (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

(29) Reemployment.

(A) A regular employee who has terminated County employment, and who is subsequently rehired in the same classification in a regular position must begin the first day of work within one hundred eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first (181st) day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the subsection on "Leave Provisions") and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the appointing authority and the Director of Human Resources or designee. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period.

(B) A regular employee who has terminated County employment and who is subsequently rehired to a regular position in the same job family must begin the first day of work within one hundred eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first (181st) day, may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period.

(C) A regular employee who has terminated County employment, and who is subsequently rehired to a regular position within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91st) day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period.

(D) Reemployment From Layoff. A regular employee who has been laid off from County employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. Restoration of retirement contribution rate shall

be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

The employee shall also receive credit toward the time requirement for the County's pick up of the employee's retirement system contribution which was applicable to such employee upon the date of their layoff. In order to be eligible for such credit, the employee must have held regular status at the time of layoff, and shall not have withdrawn his/her retirement contributions from the County's retirement system: if the employee withdrew his/her retirement contributions, the employee must redeposit all such funds in the San Bernardino County Employees' Retirement Association, with the applicable interest prior to the approval and receipt of any credit or retirement contributions.

(E) Upon request of the appointing authority, and approval of the Director of Human Resources or designee, employees who were previously employed by the County in a regular position and participated in the County's Retirement System and are reinstated in accordance with (A) through (C) above may receive credit toward the time requirement for the County's pick up of the employee's retirement system contribution which was applicable to such employee upon the date of their termination. In order to be eligible for such credit, the employee must have held regular status at the time of termination, be reemployed according to subsections (A) through (C) of this subsection, and shall not have withdrawn his/her retirement contributions from the County's Retirement System: if the employee withdrew his/her retirement contributions, the employee must redeposit all such funds in the San Bernardino County Employees' Retirement Association, with the applicable interest prior to the approval and receipt of any credit or retirement contributions. The Director of Human Resources shall have the final and binding authority regarding credit granted under this provision.

(30) Relocation.

Employees in regular positions who are required by order of their appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service or because of layoff will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars (\$400) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

(31) Rest Periods.

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty:	Number and Limit of Rest Period:
After 3 hours and through 6 hours	One 15-Minute Rest Period
After 6 hours and through 8 hours	Two 15-Minute Rest Periods
After 8 hours and through 10 hours	Two 20-Minute Rest Periods
After 10 hours	One 25-Minute Rest Period and one 20-Minute Rest Period

(32) Retirement System Contributions.

(A) County Contributions. Effective June 30, 1990, and for all employees hired before July 1, 1996, the County will pick up a portion of the employee's required contribution to the San Bernardino County Employees' Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws.

Effective July 1, 1996, through December 18, 1998, (pay period 27/98), employees hired on or after July 1, 1996, shall not be eligible for the County's pick up of seven percent (7%) of the employee's earnable compensation as specified above until the employee has been continuously employed by the County and participated in the County's Retirement System for a period of five (5) consecutive years (130 biweekly pay periods).

Effective December 19, 1998, (pay period 1/99), for employees originally hired on or after July 1, 1996, the County will pick up a portion of the employee's required contribution to the San Bernardino County Employees' Retirement Association according to the following schedule:

Number of Completed Service Hours	Approximate Years	Percentage of County Pick-up
0 through 5199	0-2.5	0.00%
5200 through 8319	2.5-4.0	1.75%
8320 through 10,399	4.0-5.0	3.25%
10,400 and thereafter	5.0 and thereafter	7.00%

The percentages specified shall apply only to the employee's earnable compensation as defined in the San Bernardino County Retirement Board Bylaws. The employee must be continuously employed by the County and have participated in the County's Retirement System for the stated length of time.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement, and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1), and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this subsection will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

(B) Remaining Employee Contributions. Any employee Retirement System contribution obligations which are not paid by the application of section 1 of this subsection shall be "picked up" for tax purposes only pursuant to this subsection A. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this subsection.

The County shall make member contributions under this subsection on behalf of the employee which shall be in lieu of the employee's contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this subsection shall be recouped through offsets against the salary of each employee for whom the County picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this section shall be treated as compensation paid to County employees for all other purposes. County paid employer contributions to the County's Retirement System under this subsection shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this section will be considered for tax purposes as employer-paid contributions. Contributions under this subsection shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under section A of this subsection.

(C) Special Provisions. Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 and employees over age 60 in a regular position who choose not to be a member of the Retirement Association, shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

This subsection shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan subsection. The provisions of this subsection shall be applied each pay period.

(D) Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees' Retirement Association (SBCERA). Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in annual actuarial study.

(33) Retirement Medical Trust Fund.

This subsection applies only to those units who have voted to participate in the Retiree Medical Trust Fund.

A Retirement Medical Trust Fund has been established for employees with ten or more years of participation in the San Bernardino County Employees' Retirement Association. The Trust is administered by a Board of Trustees who will manage resources of the Trust and who will also determine applicable administrative fees for managing the Trust Fund. The Trustees will insure that payments of qualified medical expenses incurred by retirees or their eligible dependents will be appropriately reimbursed. The Trust will establish individual accounts for each participant who will be credited with interest earnings/losses based on the investment performance of the participant's individual account. As determined appropriate by the Trustees, the Trust Fund will provide a selection of investment options for participants. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical insurance payments) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

At retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below.

Amount of Remaining Sick Leave Hours	Cash Value Formula
480 or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1000 hours	60%

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

(34) Return-To-Work Compensation.

(A) Purpose.

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation covered by this subsection: on-call; standby; and call-back. Assignment and approval of return to work compensation shall be made by the appointing authority or designee based upon the needs of the service.

(B) On-Call Compensation.

(I) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.

Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the appointing authority or designee.

(II) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.

(III) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.

(IV) The employee shall not receive on-call compensation once the employee begins work.

(C) Standby Compensation.

(I) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.

(II) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the appointing authority or designee.

(III) For employees in the Professional and Supervisory Units, standby duty shall be compensated at the rate of three dollars and fifty cents (\$3.50) for each full hour of duty or portion thereof. For employees in the Professional and Supervisory Units, standby duty shall not count as hours worked.

(IV) For employees in the Administrative Services, Clerical, Craft, Labor and Trades, and Technical and Inspection Units, standby pay shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$10.00 (base salary rate)	=	\$400
20 hours x \$ 5.75 (minimum wage)	=	<u>115</u>
		\$515

\$515.00 divided by 60 hours worked (regular rate of pay)	=	\$ 8.58
\$ 8.58 x 1-1/2 (overtime rate)	=	\$12.87

Pay for this week would be:

40 hours x \$ 8.58 (regular rate of pay)	=	\$343.20
20 hours x \$12.87 (overtime rate)	=	<u>\$257.40</u>

(V) The employee shall not receive standby compensation once the employee begins work.

(D) Call-Back Compensation.

(I) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.

(II) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the subsection on "Overtime."

(III) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the subsection on "Overtime."

(35) Salary Adjustment.

(A) All units shall receive pay increases of four percent (4%) effective July 3, 1999, and two and one-half percent (2.5%) effective July 1, 2000, with the exception of all of those Court employees identified and compensated via the State Trial Court Funding Process (provisions of AB233) who shall receive a four percent (4%) increase on June 30, 1999 and a two and one-half percent (2.5%) increase on June 30, 2000. Effective June 30, 2001, a pay increase of three and one-half percent (3.5%) will be effective for all units. As a result of this increase, the base salary grades and rates shall be applicable on the dates indicated for all classifications covered by this section.

(B) For purposes of this subsection, base salary grade shall mean the salary grade assigned to a specific classification as provided in Section 13.064. Base salary rate shall mean the hourly rate of pay established herein or the hourly rate of pay established pursuant to the step placement within the base salary grade as provided in this subsection as appropriate.

(C) SBPEA and the County have jointly reviewed and considered all available factors, including those referred to in Section 13.019(f) of the San Bernardino County Code, further agree that the recommended salary grades set forth herein are consistent with the requirements of Sections 13.019(f) and 13.0210(f) of the San Bernardino County Code.

(D) Positions in the class of Public Service Employee (PSE) are assigned to entry level duties in a variety of fields and occupations. Positions may only be allocated as Extra Help or Recurrent and, as such, are in the unclassified service. For layoff purposes, Public Service Employee (PSE) positions are deemed to be the same classification as those positions performing substantially the same duties.

A Public Service Employee (PSE) grade is established as listed below with a starting step of \$5.75 per hour and steps progressing at 25¢ per hour up to a maximum of \$15.25 per hour. Increases to salary grades for this Unit do not apply to Public Service Employee unless specified in this section.

Public Service Employees may be hired at any step within the pay grade as determined by the appointing authority commensurate with their education and/or training and duties to be performed. Notwithstanding

any other provision in this section, step advances are at the discretion of the appointing authority after completion of not less than 1040 hours worked for each step.

(36) Salary Rates and Step Advancements.

(A) New employees shall be hired at step 1 of the established base salary grade, except as otherwise provided in this section. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the appointing authority and through step 11 with the approval of the Director of Human Resources or designee.

Within the base salary grade, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with eighty (80) hours of service in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the subsection, "Merit Advancements".

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours and time without pay shall not count toward step advancements. Step advancements within a base salary grade shall be based upon two (2) step increments. The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of 2080 hours.

Examples:

Hire step	1	4
After 1040 hours*	3	6
After additional 2080 hours*	5	8
After additional 2080 hours*	7	10
After additional 2080 hours*	9	11
After additional 2080 hours*	11	N/A

*Assumes satisfactory work performance and appointing authority recommendation.

Employees who had credit for completed pay periods prior to the implementation of the new payroll system, but did not receive full credit for that pay period in the new payroll system may request to receive full credit for said pay period for purposes of step advancement. Such requests are the responsibility of the employee, and must be submitted through the employee's department to the Director of Human Resources. The Director of Human Resources or designee will review the employee's request and will approve all requests meeting the criteria. The provision applies only to pay periods completed prior to the implementation of the new payroll system and will expire one year after the implementation of the new payroll system.

The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

(B) The following special provisions apply to the Public Health Manager.

(I) Extended salary grade XN shall be established for the Classification of Public Health Manager and shall consist of seven (7) successive levels comprised of seventeen (17) steps, commencing with Step 1 of grade 63 and continuing through step 11 of grade 69.

(II) Placement upon the grade will be determined as follows:

(i) Each position assignment will be evaluated applying the following variables, established in the Department of Public Health's Final Budget approved by the Board of Supervisors:

(a) Program Expenditures in budgeted dollars (V1).

(b) Program Staff Size in number of budgeted position FTEs (Full Time Equivalents) (V2).

(c) Section Staff Size in number of budgeted positions over which Manager has sectional responsibility as designated by the Department (V3).

(ii) The variables for each position assignment will be converted to a standardized score (Z-Score) [a number (expressed in units of standard deviation) that measures how close any given measurement is to the mean of all the measurements for each variable], resulting in V1N, V2N, and V3N, respectively.

(iii) Program Size (V4) for each position assignment, defined as an average of the resultant Z-Scores for program budget and staff, will be calculated as follows:

$$V4 = \frac{V1N + V2N}{2}$$

(iv) Job Size (V5) for each position assignment, defined as a weighted (4:1) average of program size and section staff will be calculated as follows:

$$V5 = \frac{.8(V4) + .2(V3N)}{2}$$

(v) Scores will be converted to points as follows:

- (a) Positions with scores less than -0.35 shall receive one (1) point,
- (b) Positions with scores between -0.35 and 0.14 (inclusive) shall receive two (2) points.
- (c) Positions with scores of 0.15 or greater shall receive 3 points.

(vi) Employees whose position scores one (1) point shall be placed at the XN level 0; those scoring two (2) points, shall be placed at XN level 3; those scoring three (3) or more points shall be placed at XN level 6.

(vii) Position assignments requiring special license/certification by law, statute, or ordinance may be granted additional points, if job market availability warrant such an adjustment, as determined by the Director of Public Health subject to the approval of the Director of Human Resources.

(viii) Position assignments with demonstrated recruitment/retention difficulties, may be placed at any higher level as necessary. Such adjustments shall only apply in situations where the Director of Human Resources or designee has determined that such a need exists.

(ix) Placement and advancement within each level shall be governed by the subsection, "Salary Rates and Step Advancements" to a maximum of six (6) merit advancements within a classification not to exceed step 11 of the level to which the position is allocated.

(x) Positions shall be reevaluated every three (3) years. Positions may be reevaluated at less than three (3) year intervals if deemed necessary by the Director of Public Health.

(xi) It is recognized that the periodic reevaluations of positions as well as reassignments may result in incumbents/positions being allocated to higher or lower levels within the extended grade. Such changes shall be implemented as follows:

Where the reevaluation results in allocation to a higher level within the extended grade, the employee shall receive at least step 1 of the appropriate extended grade level or a five percent (5%) salary increase whichever is greater; provided that no employee is thereby advanced above step 11 of the appropriate extended grade level. At the discretion of the appointing authority and with the approval of the Director of Human Resources, an employee may be placed at any step within the higher extended grade level. The same principal shall apply if an employee in an incumbent position is reassigned to a position allocated to a higher level within the extended grade.

Where the reevaluation would result in a decrease in base compensation, the employee shall be retained at the same salary rate, provided that the salary rate does not exceed step 11 of the extended grade level to which the position has been allocated, except that such an employee may be placed on an "X" step in accordance with the provisions of the subsection on "Downgradings", with the approval of the appointing authority and the Director of Human Resources. The same principal shall apply if an employee is reassigned to a position assignment for which the maximum rate of pay is lower for non-disciplinary reasons.

(xii) The appointment of an employee to a position assignment for which the maximum rate of pay is lower for disciplinary reasons, shall result in the employee being placed the step within the appropriate extended grade level for the position assignment as provided in the Order of Demotion.

(xiii) Placement in a higher level position will result in the employee being placed on probation. Such probationary period shall be 1600 service hours. The probationary period will be automatically extended for each pay period during which the employee has forty (40) or more hours without pay.

(xiv) For purposes of applying provisions under the Layoff and Reemployment subsections, each successive level in the extended grade shall be considered a separate classification,

(C) The following special provisions apply to Clinical Therapists:

(I) Extended salary grade XE shall be established for the classification of Clinical Therapist, Prelicensed and shall consist of ten (10) successive levels comprised of twenty (20) steps.

Employees possessing a Master's Degree or Ph.D. in marriage, family, and child counseling prior to qualifying for a license through the State of California, shall be placed on grade XE, steps 1 through 11. Employees holding a Master's Degree or Ph.D. in social work, prior to qualifying for a license through the

State of California, shall be placed on grade XE, steps 4 through 14. Employees holding a Ph.D. in psychology prior to qualifying for a license from the State of California shall be placed on grade XE, steps 10 through 20.

Clinical Therapists, Prelicensed must have valid waivers from the California Board of Behavioral Sciences Examiners (MSW and MFCC) and will be terminated if proof of licensure is not presented within two (2) pay periods after expiration of such waiver. Promotion to the appropriate pay level and step of the Clinical Therapist I class will occur at the beginning of the next pay period following submission of proof of licensure.

(II) Extended salary grade XG shall be established for the classification of Clinical Therapist I and shall consist of eighteen (18) steps.

Employees who are Licensed Marriage, Family and Child Counselors shall be placed on grade XG steps 1 through 11. Employees who are Licensed Clinical Social Workers shall be placed on grade XG, steps 2 through 12. Employees who are Licensed Psychologists shall be placed on grade XG, steps 8 through 18.

(III) Extended salary grade XI shall be established for the classification of Clinical Therapist II and shall consist of eighteen (18) steps.

Employees who are Licensed Marriage, Family and Child Counselors shall be placed on grade XI, steps 1 through 11. Employees who are Licensed Clinical Social Workers shall be placed on grade XI, steps 2 through 12. Employees who are Licensed Psychologists shall be placed on grade XI, steps 8 through 18.

(D) The following special provisions apply to Psychiatrists: Extended salary grade XM shall be established for the classification of Psychiatrist and shall consist of thirteen (13) steps. An employee in this class shall be placed at XM, steps 1 through 11, but if the Psychiatrist is also certified as a Diplomate by the American Board of Psychiatry and Neurology, the pay rate shall be XM, steps 3 through 13.

(E) The following provisions apply to the Pediatric Rehabilitation Therapist series:

(I) Extended salary grade XH shall be established for the class of Pediatric Rehabilitation Therapist I and shall consist of 19 steps.

(II) Extended salary grade XJ shall be established for the class of Pediatric Rehabilitation Therapist II and shall consist of 19 steps.

(III) Extended salary grade XK shall be established for the class of Pediatric Rehabilitation Therapist III and shall consist of 19 steps.

(IV) Extended salary grade XD shall be established for the class of Pre-Registered Pediatric Rehabilitation Therapist and shall consist of 19 steps.

New employees may be hired at any step within the grade as indicated above, dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately five (5%) will occur on the same schedule set forth in the subsection "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification, not to exceed the final step of the grade.

(F) The following special provisions apply to the Supervising Pediatric Rehabilitation Therapist:

Extended salary grade XL shall be established for the class of Supervising Pediatric Rehabilitation Therapist and shall consist of nineteen (19) steps.

New employees may be hired up to the final step dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately five percent (5%) will occur on the same schedule set forth in the subsection "Salary Rates and Step Advancements" to a maximum of six (6) merit advancements within a classification, not to exceed the final step of the grade.

(G) The following special provisions apply to the Telephone Service Supervisor:

Extended salary grade XF shall be established for the class of Telephone Service Supervisor and shall consist of seventeen (17) steps.

New employees may be hired up to the final step in the extended grade dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately five percent (5%) will occur on the same schedule set forth in the subsection "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification, not to exceed the final step of the initial line placement.

(H) The following special provisions apply to the Occupational Therapy Assistant and the Physical Therapy Assistant:

Extended salary grade XB shall be established for the classes of Occupational Therapy Assistant and Physical Therapy Assistant and shall consist of 19 steps.

New employees may be hired on any step in the grade dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately five percent (5%) will occur on the same schedule set forth in the subsection "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification, not to exceed the final step of the grade.

(I) The following special provisions apply to the Telephone Service Specialist series:

(I) Extended salary grade XA shall be established for the class of Telephone Service Specialist Trainee and shall consist of seventeen (17) steps.

(II) Extended salary grade XC shall be established for the class of Telephone Service Specialist and shall consist of eighteen (18) steps.

New employees may be hired on any step in the grade dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately five percent (5%) will occur on the same schedule set forth in the subsection "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification, not to exceed final step of the grade.

(37) Short-Term Disability.

The County will to pay the premium for short-term disability insurance for designated employees in the Administrative Services, Clerical, Craft, Labor and Trades, Professional, Management and Supervisory Units. This benefit shall apply to employees in regular positions budgeted for forty-one (41) or more hours per pay period. The short-term disability insurance plan benefit coverage shall include a provision for a fourteen (14) calendar day waiting period from the first day of disability before benefits begin. Benefits shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the County, or after fifty-two (52) weeks of disability.

Other benefit conditions shall be determined exclusively by the County consistent with State Disability Insurance practices.

(38) Standard Tour Of Duty.

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the affected employee(s) and SBPEA indicating the proposed change prior to its implementation. Any such modifications or changes may not be implemented until each affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. When such modification or change would affect the standard tour of duty of a significant number of employees, it must be approved by the Director of Human Resources. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of employees within a department, division, or work unit; or (c) all of the employees within a specific classification in these Units.

When a change would affect a significant number of employees and SBPEA requests to meet and confer regarding the impact of the change on employees, the first step, within two (2) weeks of the notification of change, shall be to convene a standard tour of duty committee to reach consensus on the schedule change.

The appointing authority shall determine the number of members for this committee, with equal numbers appointed by the department and SBPEA. Additionally, the Committee shall include voting representatives, one each, from the Human Resources Department Employee Relations Division as designated by the Division Chief and from SBPEA staff as designated by the General Manager. The consensus decision process requires all members of the committee to reach a final agreement. If, after thirty (30) days, the committee has not reached a consensus agreement, the public member shall meet with the parties and within another thirty (30) days complete the meet and confer process, first utilizing mediation and finally issuing an advisory arbitration recommendation if necessary.

If both parties agree, the standard tour of duty committee process may be waived and the issue can proceed directly to mediation/advisory arbitration.

(39) State Disability Insurance.

The County will pay the premium for State Disability Insurance for each employee in the Clerical Unit. Such County-paid premium shall not exceed the current cost of nine-tenths (.9) of a percent of the first twenty-one thousand, nine hundred dollars (\$21,900) in employee wages in a calendar year.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees. This benefit shall apply to employees in regular positions budgeted for forty-one (41) or more hours per pay period.

(40) Temporary Performance Of Higher Level Duties.

(A) Employees directed to continuously perform the duties of a vacant higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of this subsection, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

(B) Eligibility Criteria: Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Director of Human Resources or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this subsection.

(C) Assignment Criteria:

(I) For the purposes of this subsection, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The appointing authority certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.

(II) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

(D) Compensation: Compensation shall be awarded in pay period increments.

Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion.

Project compensation shall be in the form of a specified percentage of the employee's base pay. The Director of Human Resources or designee will determine the amount in increments of one (1) percent from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect the employee's step advancement in the base grade pursuant to the subsection on "Salary Rates and Step Advancements".

Requests for Temporary Performance Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this subsection. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources' written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources or designee. Denial of compensation due to assignment (Assignment Criteria (b)) shall not be subject to review, appeal, or the grievance procedure).

The provisions of this subsection shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the subsection on "Classification". The subsections, "Temporary Performance of Higher Level Duties", and "Classification" are mutually exclusive concepts and as such, there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

(41) Tool Allowance.

The County will make the following payment to employees in the Crafts, Labor & Trades Unit to serve as a tool allowance to compensate for any costs associated with total purchase and replacement:

Classification	Tool Allowance
Motor Fleet Mechanic I	\$ 265
Motor Fleet Mechanic II	\$ 265
Mechanic's Assistant	\$ 215
Equipment Services Specialist I	\$ 100
Equipment Services Specialist II	\$ 100
Sheriff's Aviation Mechanic	\$ 265

This lump sum payment will be made to employees in regular positions who are on the payroll on July 1. Those employees appointed after July 1, shall receive a prorated lump sum payment at the time of their appointment. Such proration shall be based on the quarter year nearest their appointment. Granting of this tool allowance shall not affect any other provisions made by the department for tool replacement, repair, or purchase.

(42) Tuition Reimbursement and Membership Dues.

(A) Preamble. In conjunction with SBPEA, the County has established for each representation unit a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as County employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this subsection. Tuition funding and reimbursement programs shall be administered by the Human Resources Department Employee Benefits and Services Division. Beginning with fiscal year 1996-97, and each fiscal year thereafter, the Human Resources Department shall receive from such funding administration costs not to exceed the salary-only portion of a Secretary I, step 11.

(B) Administrative Services Unit. The County will establish an individual departmental fund in the amount of three hundred dollars (\$300.00) each fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of County or continuing education goals.

Effective February 27, 1999, the fund is four hundred dollars (\$400.00). Requests for reimbursement must be approved in advance by the appointing authority and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the appointing authority.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(C) Clerical Unit. The County will establish a career development, training, and education fund of sixty-five thousand dollars (\$65,000) each fiscal year for use by employees in a regular position in the Clerical Unit with at least twelve (12) months of County service. This fund will be administered by the Employee Benefits and Services Division and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by the Employee Benefits and Services Division.

Effective February 27, 1999, the fund is one hundred fifty-thousand dollars (\$150,000). Half of the funds are available for use the first half of the fiscal year, and half are available the second half of the fiscal year. No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(D) Craft, Labor, and Trades Unit. The County will establish a career development, training, and education fund of eight thousand dollars (\$8,000) each fiscal year for use by employees in a regular position in the Craft, Labor and Trades Unit with at least six (6) months of County service.

Effective February 27, 1999, the fund is nine thousand dollars (\$9,000). This fund will be administered by the Employee Benefits and Services Division and available for use on a first-come, first-served basis for 100% reimbursement of tuition for trade schools and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by the Employee Benefits and Services Division.

Eligible employees currently enrolled in classes may apply for reimbursement within ninety (90) calendar days of the effective date of this section. Courses completed before the effective date of this section will not be eligible for reimbursement.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(E) Management Unit. The County will establish an individual departmental fund in the amount of five hundred dollars (\$500) each fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or for the payment of membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals. Approved memberships may be paid for directly by the County at the employee's request or the employee may be reimbursed.

Requests for such reimbursement must be approved in advance by the appointing authority and Human Resources and shall not be paid in increments less than ten dollars (\$10) per fiscal year.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(F) Professional Unit. The County will establish an individual departmental fund in the amount of three hundred dollars (\$300) each fiscal year, for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of County or continuing education goals.

Effective February 27, 1999, the fund is four hundred dollars (\$400). Registered nurses assigned to the hospital, mental or correctional institutions or those providing public health services, shall be entitled to an individual, departmental fund in the amount of seven hundred dollars (\$700) per fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for completing Continuing Education Units (CEU) or for completion of college coursework leading towards a Bachelor's or Master's degree in Nursing or Public Health. Such reimbursement shall not be in addition to the three hundred dollars (\$300) reimbursement available to other unit employees and shall not be applicable to membership dues.

Continuing Education Unit tuition reimbursement shall be utilized for Registered Nurse license renewal requirements, and/or job related education, provided such CEU education enhances County and/or personal continuing educational goals. Continuing Education Unit tuition costs will be reimbursed only if: (a) the CEU course is approved by the California Board of Registered Nursing (BRN); and (b) the department has made prior approval of this course. Continuing Education Unit tuition reimbursement shall not exceed twenty dollars (\$20) per contact hour unless the appointing authority has approved reimbursement which exceeds twenty dollars (\$20) per contact hour.

Requests for reimbursement must be approved in advance by the appointing authority and shall not be paid in increments less than ten dollars (\$10) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the appointing authority.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(G) Supervisory Unit. The County will establish a County-wide fund in the amount of forty thousand dollars (\$40,000) each fiscal year for purposes of reimbursing Supervisory Unit employees for tuition costs of job-related education or career development training, and/or for reimbursement of membership dues in professional organizations. Such expenditures shall be authorized to Supervisory Unit employees in regular positions budgeted more than forty (40) hours per pay period, on a first-come, first-served basis until the fund is depleted; provided such expenditure enhances furtherance of County or continuing education goals, is approved in advance by the appointing authority and the Employee Benefits & Services Division, and does not exceed a maximum of three hundred dollars (\$300) per employee.

Registered nurses assigned to the hospital, mental or correctional institutions or those providing public health services shall be entitled to an individual, departmental fund in the amount of seven hundred dollars (\$700) per fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for completing Continuing Education Units or for completion of college coursework leading towards a Bachelor's or Master's degree in Nursing or Public Health. Such reimbursement shall not be in addition to the three hundred dollar (\$300) maximum reimbursement available to other unit employees and shall not be applicable to membership dues. Requests for such reimbursement must be approved in advance by the appointing authority and the Employee Benefits and Services Division.

Continuing Education Unit tuition reimbursement shall be utilized for Registered Nurse license renewal requirements, and/or job-related education, provided such CEU education enhances County and/or personal continuing educational goals. Continuing Education Unit tuition costs will be reimbursed only if: (a) the CEU course is approved by the California Board of Registered Nursing (BRN); and (b) the department has made prior approval of this course. Continuing Education Unit tuition reimbursement shall not exceed twenty dollars (\$20) per contact hour unless the appointing authority has approved reimbursement which exceeds twenty dollars (\$20) per contact hour.

Reimbursement requests shall not be paid in increments less than ten dollars (\$10) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(H) Technical & Inspection Unit. The County will establish a career development, training, and education fund of twenty-five thousand dollars (\$25,000) each fiscal year for use by employees in a regular position in the Technical and Inspection Unit. This fund will be administered by the Employee Benefits and Services Division and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by the Employee Benefits and Services Division and not to exceed a maximum of three hundred dollars (\$300) per employee.

Effective July 3, 1999, the fund is thirty thousand dollars (\$30,000) not to exceed a maximum of four hundred dollars (\$400) per employee. Effective July 1, 2000, the fund is thirty-five thousand dollars (\$35,000). Effective June 30, 2001, the fund is forty thousand dollars (\$40,000).

In addition, employees in regular positions budgeted more than forty (40) hours per pay period who are licensed vocational nurses or psychiatric technicians shall be entitled to departmental reimbursement for costs of tuition and required books for completion of Continuing Education Units to a maximum of two hundred dollars (\$200) per fiscal year.

In addition the County will establish a fiscal year fund of five thousand dollar (\$5,000) for the exclusive use by licensed vocational nurses pursuing attainment of registered nurse certification for the time frame covered by this section. Eligibility is restricted to those in regular positions as licensed vocational nurses. The fund will be administered by the Arrowhead Regional Medical Center and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees and books for courses applicable to attainment of a registered nurse certification and previously approved by the appointing authority.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

(43) Uniforms.

(A) General. Prior to the establishment of a new uniform requirement, employees will be given full opportunity to discuss the form, nature, style, and quality of such uniform requirement. If the County establishes a new uniform requirement for employees who are not currently required to wear uniforms, the County shall provide such uniforms. The cost of uniforms required for employees in new programs shall be borne by the employee, provided the uniform requirement is specified as a condition of employment and included in the examination announcement.

(B) Amount of Allowance. The County will make an annual payment to employees in regular positions on payroll as of July 1 of each year in the bargaining units and classifications listed below in the amount specified.

Bargaining Unit	Classification/Description	Amount
Clerical	1. Employees of Regional Parks required to wear uniforms 2. Sheriff's Custody Assistant 3. Fiscal Clerks in Sheriff's Department required to wear uniforms.	\$330
Craft, Labor and Trades	1. Park Ranger I, II, III	\$330
Supervisory	1. Assistant Park Superintendent 2. Park Superintendent I, II 3. Supervising Animal Control Officer 4. Supervising Sheriff's Custody Assistant	\$330
Technical & Inspection	1. Animal Control Officer Trainee 2. Animal Control Officer I, II 3. Animal License Checker I, II 4. Marshal's Technician 5. Marshal's Transportation Officer 6. Sheriff's Custody Specialist 7. Sheriff's Services Specialist	\$330 \$100

(C) Method of Payment. The uniform allowance payment is made to compensate for all costs associated with uniform purchase, replacement, maintenance, etc. The lump sum payment shall be made to those employees on the payroll as of July 1 of each year.

Those employees in the Craft, Labor and Trades Unit eligible to receive a uniform allowance who are appointed after July 1, shall receive a prorated lump sum payment at the time of their appointment. Such proration shall be based on the quarter year nearest their appointment.

(44) Upgradings.

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary grade. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary grade shall be governed by the subsection on "Promotions."

(45) Vision Care Insurance.

Subject to carrier requirements, the County will pay the premiums for vision care insurance for employees in the Management Unit only in regular positions scheduled at least forty-one (41) hours per pay period. The benefit level shall be VCM Table V2.

(46) Voluntary Time Off.

Voluntary Time Off (VTO) Program is intended to provide employees in a time of fiscal difficulties a means of taking unpaid time off work without losing benefits which depend on the employee being in a paid status. The following conditions apply:

(A) VTO may be taken in the same increments as vacation time except that the increment is one (1) hour and is limited to eighty (80) hours per fiscal year.

(B) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.

(C) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution subsection will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.

(D) VTO may be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.

(E) VTO is an entirely voluntary program. No employee may be required to take VTO.

(F) VTO may be taken by request of the employee and upon approval of the appointing authority.

13.066 Repealed by Ordinance 3762. Reinstated and repealed on June 30, 2000, by Ordinance 3768.

13.067 Repealed by Ordinance 3762.

13.068 Repealed by Ordinance 3762.

13.069 Repealed by Ordinance 3762.

13.0610 Repealed by Ordinance 3762.

13.0611 Safety Unit Working Conditions.

The Safety Unit shall include classifications of employees qualifying as a "County Peace Officer" as defined in Section 31469.1 of the County Employees' Retirement Law of the California Government Code, or are full-time "peace officers" as that term is defined in Sections 830.1 and 830.3(b) of the California Penal Code, and are so assigned to the Unit by the Board of Supervisors due to the nature of the work being directly related to the law enforcement function, which work does not involve work of a supervisory or management nature as described herein.

WORKING CONDITIONS. Employees in this unit have the following unique application of benefits;

(a) salary rates and step advancements. New employees shall be hired at the "A" step of the established base salary range except as otherwise provided. Variable entrance steps may be established if justified by recruitment needs, including lateral entries through the "C" step with the approval of the Assistant Administrative Officer for Personnel and through the "E" step with the approval of the County Administrative Officer. Except for promotions, all step advancements shall be based upon two (2) step increments (approximately five percent [5%]) in the salary range except those cases in which movement to the "E" (final) step requires only a one-step increment. Within the base salary range, all step advancements will be made on the first of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service and upon the appointing authority recommendation. Advancement to the "B" (or next) step shall be contingent upon the completion of thirteen (13) pay periods of satisfactory work performance on the "A" (or hire) step, and all subsequent step advancements shall be effective after twenty-six (26) pay periods of satisfactory work performance except as otherwise provided in this chapter. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in Section 13.0611(c), Merit Advancement. The time required for step advancement shall be extended by any time spent on leave without pay which exceeds forth (40) hours in any pay period. The Assistant Administrative Officer for Personnel may authorize the increase of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any salary inequity.

(b) SALARY ADJUSTMENTS. All Deputy Marshals newly hired, shall be hired into the classifications of Deputy Marshal-Probationary. Such newly hired employees shall be compensated at the base rate of pay in effect as of the effective date of the Safety Unit Memorandum of Understanding. "Newly hired employee" shall mean any such employee who at time of appointment does not possess a Basic POST Certificate. Upon successful completion of the probationary period, such employee shall be advanced to the classification of Deputy Marshal and placed on the "A" step of the current base salary range. Thereafter, advancement to the "B" step shall be contingent upon the completion of twenty-six (26) pay periods of satisfactory work performance on the "A" step, and all subsequent step advancements shall be effective after twenty-six (26) pay periods of satisfactory work performance.

The flat rate established for the classification of Deputy Marshal-Probationary may be adjusted upward if justified by recruitment needs with the approval of the Assistant Administrative Officer for Personnel; provided that in no case shall the rate so established exceed the "A" step of the Deputy Marshal base salary range, less approximately five percent (5%). If such an adjustment is made, all current employees on the payroll in these classifications shall have their rate of pay adjusted in a like manner.

(c) MERIT ADVANCEMENTS.

(1) A work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) working days prior to the employee's step advance benefit date for all employees in this Unit who are below the top step of their salary range. If such employee is evaluated as having met job standards or better, the employee will be granted the step advancement effective on the employee's salary benefit date.

(2) If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employee's step advance may not be granted on the date due.

(3) In cases where no work performance evaluation is filed, an employee will contact the supervisor, who must complete and file the work performance evaluation within five (5) working days. If the employee is rated as having met job standards or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.

(4) A denied step advancement can be granted following any sequence of a thirty (30) working-day review period of the employee's performance.

(5) Any dispute arising out of the content of the work performance evaluation may be processed in accordance with the appeal procedure in the Personnel Rules.

(d) PAY PERIOD. A pay period shall be comprised of a fourteen (14) calendar day corridor. The first pay period under this agreement shall commence at 12:01 a.m. Saturday, and end at 12:00 p.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter.

The County may reasonably establish, change, or modify standard days, tours of duty, or shifts for individual positions according to the needs of the service within the established period. Except in instances of law enforcement or staffing emergencies, employees shall be notified personally or by mail by a ranking officer of a shift change no later than twenty-four (24) hours prior to the time the shift change is to become effective.

Under these conditions where overtime is computed based upon actual hours worked in two (2) consecutive pay periods, as provided in Section 13.0611(f)(2), the pay period for such employees shall be comprised of a twenty-eight (28) calendar day corridor, commencing coincidentally with any fourteen (14) day pay period as described above and ending at midnight on the fourth Friday thereafter; provided, however, that the employees working such twenty-eight (28) day pay periods shall be paid on a bi-weekly basis in the same manner as those employees working a fourteen (14) day pay period.

(e) DUAL APPOINTMENTS. The appointment of two (2) full-time employees to the same budgeted position may be authorized by the Assistant Administrative Officer for Personnel to facilitate training, to make assignments to a position vacant due to extended authorized leave of absence, or in an emergency.

(f) OVERTIME: The overtime provisions for the Safety Unit shall be as follows:

(1) Policy. It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the appointing authorities to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of employees. The County has the right to require overtime to be worked as necessary.

(2) Definition. Overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, forty (40) hours per week, or eighty (80) hours during a pay period. In designated work locations where the regular work schedule does not call for the employees to work forty (40) hours per week, although it causes the employees to work an average of forty (40) hours per week during a pay period, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift or eighty (80) hours per pay period. In designated work locations where the regular work schedule does not call for the employees to work at least eighty (80) hours in each pay period, although it causes them to work an average of at least eighty (80) hours per pay period during two (2) consecutive pay periods, overtime shall be defined as actual hours worked in excess of the regularly scheduled daily work shift, or one hundred sixty (160) hours during two (2) consecutive pay periods.

All forms of paid leave time as set forth in Section 13.0611(8), plus leaves of absence pursuant to Section 4850 of the California Labor Code, and time spent in meeting and conferring sessions shall be considered as time actually worked for purposes of computing premium overtime compensation. Voluntary over-time and time spent while attending employee-initiated training shall not be considered as time worked for purposes of computing overtime compensation.

Any time spent by an employee in a regular position who is required to appear in a court of law arising out of the employee's scope of employment during said employee's regularly scheduled off-duty hours shall be treated as time actually worked. Compensation for required time spent in court as described above shall be granted to an employee only when said employee has actually reported to court. Such employee shall receive a minimum of two (2) hours time worked or the actual amount of time, whichever is greater. To qualify for such compensation, the employee must contact the District Attorney's Office no later than 8:30 a.m. on the scheduled day for court appearance to insure that the case is still on the court's calendar. Any time spent traveling to and from court in excess of one (1) hour per occurrence shall be compensated at straight time rates, but shall not be credited as time worked for any other purposes.

When an employee in a regular position returns to active duty at the request of the appointing authority after said employee has been released from active duty and has left the work station, the employee shall be regarded as having worked for two hours or for the amount of time actually worked, whichever is greater. Overtime scheduled in advance shall not be included.

All overtime shall be reported in increments of full fifteen (15) minutes and is nonaccumulative and nonpayable when incurred in units of less than fifteen (15) minutes.

(3) Premium Overtime Compensation. Any employee in a regular position authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. Payment for premium overtime compensation shall be made on the first regular payday following the pay period in which such overtime is worked, unless premium overtime compensation cannot be computed until some later date, in which case premium overtime compensation will be paid on the next regular payday after such computation can be made. In lieu of cash payment, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay (including POST incentive pay) shall automatically be paid for any compensating time in excess of eighty (80) hours, or any hours on record immediately prior to promotion, demotion or termination of employment. Compensatory time off may be taken under the same conditions as annual leave.

(g) WAGE DIFFERENTIALS.

(1) Special Circumstances Pay. Safety Unit employees in regular positions who are assigned to work and reside in the communities of Barton Flats, Baker, Parker Dam and Trona shall receive a pay differential of \$143.75 per pay period above their base rate of pay. The Sheriff shall designate the geographic boundaries of these communities for the purpose of defining residence requirements or eligibility for Special Circumstances Pay.

(2) Flight Pay. Safety Unit employees officially assigned to the Sheriff's Emergency Services Bureau/Aviation Division and who are assigned to act as a pilot or observer shall receive a wage differential for flight pay. The wage differential for pilots shall be fifteen percent (15%) above their base rate of pay. The wage differential for observers shall be ten percent (10%) above their base rate of pay.

(3) Bilingual Pay. Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to bilingual per diem differential. Such differential shall apply regardless of the total time required per pay day for such translation. Such differential shall be twelve dollars (\$12) per pay day and shall

only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.

(4) Senior Deputy Pay. Under Senior Deputy Sheriff Program Procedures approved by the Sheriff, Deputy Sheriffs and Detectives while regularly assigned as participants in the Senior Deputy Sheriff Program shall be compensated as follows:

(A) During the first thirteen (13) pay periods of such assignment, a Deputy Sheriff shall receive a differential of approximately five percent (5%) and shall be compensated at the rate of the nearest corresponding step in the Sheriffs Detective salary range.

(B) Effective with the fourteenth (14th) pay period of such an assignment, Deputy Sheriffs shall receive a differential of approximately ten percent (10%) and shall be compensated at the rate of the nearest corresponding step in the Sheriffs Detective salary range.

(C) Detectives assigned under the Senior Deputy Sheriff Program shall receive their regular Detective classification salary rate.

(D) Deputy Sheriffs and Detectives assigned the Senior Deputy Sheriff pay differential shall receive merit step advances. The Senior Deputy pay differential shall be considered as part of the salary/wage range under the County Retirement System and shall be considered as part of the regular rate of pay for purposes of computing overtime compensation.

(5) Peace Officers Standards and Training Pay (POST). Effective March 29, 1986, a Safety Unit employee in a regular position who complies with the procedure below shall receive as compensation above the base rate of pay an additional two and one-half percent (2-1/2%) for an Intermediate POST certificate or an additional five percent (5%) for an Advanced POST certificate. Effective July 2, 1988, the additional compensation for an Intermediate POST certificate shall be increased from two and one-half percent (2-1/2%) to three percent (3%) and the additional compensation for an Advanced POST certificate shall be increased from five percent (5%) to six percent (6%). Effective January 28, 1989, the additional compensation for Intermediate POST certificate shall be increased to four percent (4%) and the additional compensation for an Advanced POST certificate shall be increased to eight percent (8%). POST pay shall be considered as part of the salary/wage range under the County Retirement System and as part of the regular rate of pay for purposes of computing overtime compensation, and calculating sick leave and annual leave payoffs upon termination of employment. The employee shall submit a written request for POST pay to the department with an attached copy of the appropriate POST certificate. POST pay shall start the first pay period following receipt by the County of a valid POST certificate. The County shall submit to POST in an expeditious manner applications by affected employees for the certificates described above.

(h) BENEFIT PLAN.

(1) All employees in regular positions budgeted forty-one (41) hours or more per pay period shall be eligible to participate in the Benefit Plan described in this Section. Each such employee must apply the available benefit dollars as hereinafter set forth. The amount of money available in the Benefit Plan shall be:

Effective July 2, 1988 -- \$511 per month.

Effective March 25, 1989 -- \$561 per month.

The administration of the Benefit Plan shall be the responsibility of the Assistant Administrative Officer for Personnel.

(2) Available dollars must first be applied to the pickup of employee retirement contribution obligations. In the event the employee does not designate whether such dollars shall be employer or employee contribution, the most recent previous designation shall be followed provided that, in the absence of any such previous designation, those dollars shall be applied as employee contributions. If any dollars remain after the retirement obligation of the employee is fully met, then any remaining dollars must be applied to health and dental insurance premiums to the extent such dollars are available. Remaining dollars, if any, after all retirement contribution obligations and all health and dental insurance premium obligations are fully satisfied, shall be paid in cash.

(3) Description of Benefits:

(A) Pickup of Employee Retirement contribution. Under this benefit, the employer will pick up all or a portion of the employee's contribution to the San Bernardino County Employees' Retirement Association. The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the County shall contribute one dollar per month and the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the County shall contribute one dollar (\$1) per month and the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1) and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this benefit will be considered for tax purposes as employer-paid contributions.

(B) Health and Dental Insurance. Under this benefit, the County will make available the existing Health and Dental Insurance program currently maintained for Unit employees or any other program(s) mutually agreed upon with the Safety Employees Benefit Association. All employees except those who have elected to retrain from selecting this benefit prior to July 29, 1981, must enroll in one of the health and dental programs offered by the County at least to the level that provides such insurance coverage for the individual employee. Exceptions may be made for an employee whose spouse is also a regular County employee. One spouse may elect to discontinue individual coverage but must then be enrolled under the other's dependent coverage. Request for exception must be submitted in writing on an appropriate form and approved by the Employee Benefits Manager. This exception shall

become effective on the first day of the month following approval. Employees with existing health and dental dependent coverage must maintain such coverage until the next open enrollment period unless such dependent or dependents become ineligible for coverage under the insurance plans or unless dependent or dependents' coverage is not paid through this benefit plan but is entirely paid through payroll deduction. Premiums for insurance coverage shall be paid to the extent that dollars are available after fully satisfying the employee's retirement obligation. Any portion of premiums not covered by application of benefit dollars shall be automatically deducted from the employee's paycheck.

(C) Cash. Remaining dollars, if any, shall be paid in cash.

(4) Term Life Insurance and contributions to Section 457 Deferred Compensation Plan shall no longer be available as Benefit Plan options. Employees who were selecting the Term Life Insurance option immediately prior to this section becoming effective shall be entitled to maintain such life insurance through the County as the same premium rate provided that such premiums shall be paid through payroll deduction. Nothing herein shall preclude an employee from electing to participate in the County's Deferred Compensation Plan through payroll deduction.

(I) Leave Provisions.

(1) Sick Leave.

(A) Definition. Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of illness, injury, pregnancy, exposure to contagious disease, attendance upon spouse or child, or for a medical, optical or dental appointment. In addition, a maximum of forty (40) hours earned sick leave may be used for bereavement due to the death of persons in the immediate family, or any relative living with the employee. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law and father-in-law.

(B) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. There shall be no limit on sick leave accumulation. This unlimited accrual provision is for the length of the 1988-89 Memorandum of Understanding. At the conclusion of that Memorandum of Understanding, the County may elect to remove this unlimited accrual provision, at which time the limit accumulation shall be established at one thousand three hundred forty (1,340) hours. Any leave accumulation in excess of 1,340 hours prior to election by the County shall remain available to the employee.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro rata basis.

(C) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay (including POST incentive pay).

(D) Administration.

(I) Investigation. It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Assistant Administrative Officer for Personnel.

(II) Notice of Sickness. The appointing authority or designated representative must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.

(III) Review. The Assistant Administrative Officer for Personnel may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(IV) Proof. A doctor's certificate or other adequate proof of illness shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(V) Improper Use. Evidence substantiating the use of sick leave for trivial indispositions, instances of misrepresentation or violation of the rules defined herein shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the appointing authority and/or the Board of Supervisors.

(VI) Misconduct. Sick leave with pay may be denied if the absence is found to be due to willful injury, gross negligence, intemperance, improper conduct or willful absence without leave on the part of the employee.

(E) Workers' Compensation. As provided in Section 4850 of the Labor Code, a Safety Unit employee who is injured in the line of duty is entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay with the approval of the appointing authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

(F) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in Section 13.0611(I)(1)(G).

(G) Sick Leave Conversion. Employees who were employed in regular positions in the County service and are currently members of the San Bernardino County Employees' Retirement Association, shall receive compensation in accordance with the following: After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or resignation, an employee or the estate of a deceased employee, will be paid for unused sick leave balances according to the following formula:

**Sick Leave Balance as of
Date of Separation**

**Cash Payment % of Hours
of Sick Leave Balance**

480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, up to one thousand (1,000) hours, computed at their then current base hourly rate, if they elect early retirement in lieu of exhausting such sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this Section in excess of four hundred eighty (480) hours pay computed at the then current base hourly rate of said employee.

(2) Annual Leave.

(A) Definition. Effective as of July 14, 1979, annual leave is granted in lieu of any other vacation or holiday leave provisions. Annual leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. Under unusual circumstances, annual leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

(B) Accumulation. All employees in regular positions shall accrue, on a pro rata basis, annual leave time for completed pay periods. Such annual leave time shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive annual leave accumulation on a pro rata basis.

Length of Service from Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 13 pay periods and through 4 years	168 Hours	336 Hours
Over 4 years and through 9 years	208 Hours	416 Hours
Over 9 years	248 Hours	550 Hours

(C) Administration.

(I) Annual leave shall be taken annually at the discretion of the appointing authority, and at such times as will not impair the work schedule or efficiency of the department. No employee, however, shall lose earned annual leave time because of work urgency or during a leave of absence under Section 4850 of the Labor Code. If an employee has reached the maximum allowed unused balance and is unable to take an annual leave, the appointing authority will notify the Auditor/Controller-Recorder of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods, or in the case of a 4850 leave, not to exceed thirteen (13) pay periods from date the employee returns to duty.

(II) The minimum charge against accumulated annual leave shall be fifteen (15) minutes or multiples thereof. Annual leave shall be compensated at the employee's base rate of pay.

(III) Employees not planning to return to County employment at the expiration of an annual leave, except those retiring, shall be compensated at their base rate of pay (including POST incentive pay) in a lump sum payment for accrued annual leave and shall not be carried on the payroll. Retiring employees may elect to use annual leave to enhance retirement benefits or be compensated in a lump sum payment for accrued time. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay (including POST incentive pay) for accrued annual leave that they were entitled to use as of the date of termination.

(IV) On one occasion during each calendar year, an employee who has utilized eighty (80) or more hours of annual leave during the previous calendar year may elect to convert into a cash payment, at the rate of pay (including POST Incentive Pay) then in effect, up to forty (40) hours of accrued annual leave.

(D) Grandfather Bank. Employees who have accrued annual leave (previously vacation and holiday leave) in excess of that allowed under this section as of July 14, 1979, shall be allowed to maintain their total balance as of June 2, 1979; provided, however, that any payment of such total balance at the time of retirement or separation shall be based on the base rate of pay in effect immediately preceding June 2, 1979. The employee shall have the option to select whether any use of annual leave shall be charged against time accrued prior to June 2, 1979, or time accrued subsequent to June 2, 1979.

(3) Compulsory Leave. If in the opinion of the appointing authority an employee could be incapacitated for work for physical or psychological reasons, an examination may be required by a physician or other competent authority designated or approved by the Assistant Administrative Officer for Personnel. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to

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another position without reduction in compensation, and to follow a prescribed treatment regiment until medically qualified to return to unrestricted duty.

(4) Military Leave. As provided in the Military and Veterans code Section 395 et seq. And any amendment thereto, a County employee may be entitled to the following rights concerning military leave:

(A) Temporary Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty. An employee on temporary military leave shall receive the same annual and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job.

Employees meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such temporary leave. Pay for such purpose shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays.

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use annual leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use annual leave, leave without pay, or make up the time. The thirty (30) day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty.

Copy of military orders must accompany the request for leave form.

(B) Active Duty. Employees who resign from their positions to serve in the Armed Forces of the United States or of this State shall have a right to return to their former classification subject to a physical/psychological examination on serving a written notice upon the appointing authority of their former department within six (6) months of the termination of their active service with the Armed Forces; provided that such right to return to former classification shall not be granted to such employees who shall fail to return to their position within twelve (12) months after the first date upon which they could terminate their active service with the Armed Forces.

Should such employee's former classification have been abolished then the employee shall be entitled to a classification of comparable functions, duties and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration. However, such employee will not have accrued annual, sick leave, or other benefits while absent from County employment, except as provided in the temporary duty provision.

(5) Political Leave. Any employee who is a candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

(6) Special Leaves of Absence Without Pay. A special leave without pay for a period not exceeding one (1) year may be granted to an employee who is:

(A) Medically incapacitated to perform the duties of the position.

(B) Desires to engage in a relevant course of study which will enhance the employee's value to the County.

(C) For any reason considered appropriate by the appointing authority and the Assistant Administrative Officer for Personnel.

Such request must be in writing and requires the approval of the appointing authority and the Assistant Administrative Officer for Personnel. Upon request, the appointing authority and the Assistant Administrative Officer for Personnel may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification. At the expiration of leaves without right to return, the employees must contact the Assistant Administrative Officer for Personnel to have their name referred for a sixty (60) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the ninety (90) calendar day period provided in Section 13.0611(j), Reemployment, herein. The employee must be appointed to a position within this sixty (60) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

(7) Relocation Leave. Employees in regular positions who are required by an appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service, shall be granted time off with pay at their base rate of pay not to exceed sixteen (16) work hours.

(8) Jury Duty Leave. Employees in regular positions who are summoned to jury duty may exercise a legal exemption from such service under Section 202.5 of the Code of Civil Procedure. Any such employee who does not exercise the exemption and who is ordered to serve on jury duty shall be entitled to base pay for those hours of absence from work, provided the employee deposits fees for service, other than mileage, with the County Treasurer. Such employee will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to

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verify such service. Employees called for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury.

(9) Examination Time. Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking County promotional examinations. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

(10) Witness Leave. Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall be apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

(11) Blood Donations. Employees in regular positions who donate blood without receiving compensation for such donation, may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, that any time in excess of four (4) hours must be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

(12) Failure to Return After Leave. Failure of an employee to report to work at the expiration of a leave of absence shall separate the employee from the service of the County and be considered, in effect, a resignation unless extenuating circumstances can be justified to the appointing authority who may approve additional leave.

(13) Benefit Date. For the purpose of step advancements, annual leave accrual and sick leave accrual, the benefit date is defined as follows for each employee:

(A) If the first working day of the pay period was worked, then the benefit date will be the first day of that pay period.

(B) If the employee started any time after the first working day of the pay period, then the benefit day will be the first day of the following pay period.

(C) The benefit date of an employee who is absent without approved leave may be adjusted accordingly.

(j) REEMPLOYMENT. An employee who has separated County employment, and who is subsequently rehired in the same classification in a regular position within a ninety (90) calendar day period, shall receive restoration of salary step, annual leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with this chapter) and the Retirement Plan contribution rate provided the employee complies with the County Retirement Board's procedure for redeposit of funds, subject to the approval and conditions of the appointing authority and the Administrative Office. The employee shall suffer loss of seniority and a new benefit date shall be established for purposes of seniority.

(k) PROMOTIONS. A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive the entrance rate of the new range or approximately five percent (5%), whichever is greater; provided that no employee is thereby advanced in step nor advanced above the "E" (or final) step of the higher base salary range. An employee promoted out of this Unit shall be governed by the provisions on Salary Rates and Step Advancements in the County Code pertaining to the appropriate unit.

(l) DEMOTIONS. A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion; provided, however, that the employee shall not be placed lower than two (2) step increments (approximately 5%) below employee's current step.

An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the "E" step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of Section 13.061 I(n), Downgradings, with the approval of the appointing authority and the Assistant Administrative Officer for Personnel.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

(m) UPGRADINGS. An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the provisions of Section 13.0611(k), Promotions.

(n) DOWNGRADINGS. When a position is downgraded because of decreased responsibility or difficulty, the Assistant Administrative Officer for Personnel may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary increases until the salary rate of the position held exceeds the "X" step.

(o) ASSIGNMENT TO HIGHER POSITION. Employees directed to continuously perform duties in a vacant higher level position for which funds have been appropriated, shall be entitled to compensation on the higher level for

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the time actually worked in excess of sixty (60) workdays in a one hundred twenty (120) workday corridor, unless specifically waived by the employee; provided however:

(1) The appointing authority certifies to the County Administrative Officer in writing at the time of appointment that the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher level classification without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level classification.

(2) A written request of compensation at the higher level classification is directed to the County Administrative Officer through the Personnel Office for approval. It shall be the responsibility of the appointing authority to initiate such requests and whenever possible to anticipate need for reassignment to a higher level classification. Written requests may also be made by the employee or the exclusive recognized employee organization in the same manner. A copy of the written request for compensation at the higher level classification and the certification of the assignment of duties shall be provided to the employee. The employee shall be advised of the date compensation at the higher level is to be effective.

No employee shall be required to accept assignments to continuously perform the duties of vacant higher level position for which funds have been appropriated unless directed in writing by the appointing authority or supervisor with the delegated authority.

Employees may be temporarily assigned higher or lower duties without a change in pay and such action not be deemed as a basis for transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs or because of the *nature* of the duties or the work schedule, such variations shall be considered as incidental to the position.

Appointments to regular positions from an appropriate eligible list of a lower classification as a Trainee are exempt from provisions of this section and are governed by the provisions of the Personnel Rule on Appointments.

Approval of compensation at the higher level classification shall not circumvent the principle of the competitive process for appointments to positions in the classified service. Approval of the higher salary may not be retroactive unless approved by the Assistant Administrative Officer for Personnel and unless a request for compensation at the higher level classification is made within twenty (20) workdays following the sixty (60) working-day period. In no event shall additional compensation be paid for the first sixty (60) days worked. Requests approved for compensation at the higher level classification shall be governed by the Personnel Rule on Provisional Appointments as to the duration of approval and eligibility requirements for compensation at the higher level classification and as to continuation of the appointment.

This section does not apply to a situation in which there is no vacant higher level position for which funds have been appropriated. Addition of duties of a higher level classification to an employee's budgeted position shall be governed by Personnel Rule on Classifications.

It is the responsibility of all parties including department heads and other supervisory personnel to follow the procedures set forth in this section and promptly report unauthorized situations covered by this chapter to the County Administrative Officer.

For purposes of this chapter, a vacant position is defined as an authorized position for which funds have been appropriated and allocated to an existing job classification based upon the duties and responsibilities currently assigned to the position and which may be:

(A) An unoccupied position due to attrition and for which the Civil Service appointment process has been initiated.

(B) A new position authorization by Board of Supervisors budgetary action for which the Civil Service appointment process has been initiated.

(C) A position from which the incumbent is on extended authorized leave of absence.

(p) **EXTRA HELP.** Extra help employees shall be compensated on an hourly basis only for hours actually worked. Compensation shall be paid at an hourly rate as provided in the County Code, Section 13.064. Under unusual circumstances and with the approvals of the appropriate appointing authority(s) and the Assistant Administrative Officer for Personnel, an employee in a regular position may choose to work in an extra help capacity for the same or another appointing authority and be compensated as such pursuant to this section.

(q) **PUBLIC GATHERINGS, WITNESS TRANSPORTATION AND OTHER AUTHORIZED SECURITY SERVICES.** Deputy Sheriffs and Reserve Deputy Sheriffs and other Sheriff's Office personnel working public gatherings, court ordered witness transportation (out of state), or providing other authorized security services for which the County is compensated shall be paid as follows:

An employee who is a Deputy Sheriff, Sheriff's Detective/Corporal, or Sheriff's Sergeant shall be compensated at one and one-half (1½) times the employee's regular rate of pay, including any POST differential applicable under the current Memorandum of Understanding, for hours worked pursuant to this section to provide for overtime compensation.

Reserve Deputy Sheriffs shall be compensated at step 1 of the salary rate applicable for the classification of Deputy Sheriff.

Persons working under this provision shall not receive any other benefits for such service except for Workers' Compensation Insurance Coverage during the time of said service. (Amended Ordinance 3898 (2003))

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(r) EXPENSE REIMBURSEMENT.

(1) General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of *San Bernardino County*, except as may be otherwise provided in this chapter.

(2) Responsibilities. It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the appointing authority.

(3) Travel Authorization.

(A) Travel outside the State of California must be approved by the County Administrative Officer or designee. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(B) The appointing authority or designee shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller/Recorder shall be notified in writing of all such designees.

(C) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

(4) Authorization for Attendance at Meetings.

(A) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.

(B) Authorization for attendance at meetings without expense reimbursement, but *on* County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

(5) Records and Reimbursements.

(A) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed ten dollars (\$10), the submission may be deferred until the amount exceeds ten dollars (\$10) or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.

(B) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

- (I) Subsistence, except as otherwise provided in this section.
- (II) Private mileage.
- (III) Taxi, streetcar, bus, and ferryboat fares; bridge and road tolls; and parking fees.
- (IV) Telephone and telegraph charges.
- (V) Other authorized expenses of less than one dollar (\$1).

(C) Claims for expense reimbursement totaling less than one dollar (\$1) in any fiscal year shall not be paid.

(D) Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, tips, etc., unless such personal expense is a necessary and integral part of an authorized investigation.

(E) Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

(6) Transportation Modes.

(A) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

(B) Travel Via Private Automobile.

(I) Reimbursement for use of privately owned automobiles to conduct County business shall be at the rate of twenty-nine cents (29¢) per mile for all miles driven per month. Reimbursements at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business. Any increase in the rate of reimbursement for mileage granted to Safety Management and Supervisory Unit employees shall also be granted to employees in this Unit.

(II) When employees, traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

(C) Travel Via Air.

(I) Commercial Aircraft -- Expense reimbursement for travel via commercial aircraft shall be compensated only for the cost of air coach rates, unless air coach or economy space is unavailable to meet emergency requirements,

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(II) Private Aircraft -- Reimbursement for use of privately owned aircraft on County business shall be at the same rate of the applicable private automobile rate per road mile. Actual costs for landing or tie-down fees shall also be reimbursed.

Reimbursement at these rates shall be considered as full and complete payment for actual necessary expenses for the use of the private aircraft, insurance, maintenance, and all other transportation-related costs. The employee must provide a minimum single-limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the County included as an additional insured. Written evidence of such insurance must be on file with the County's Risk Program Manager.

(7) Subsistence.

(A) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee and only as deemed necessary for the purpose of conducting County business. As provided in Section 13.061 I(r){5}(E), expense reimbursements shall be made on an actual cost basis except that where no receipts have been submitted, the allowances listed below shall apply.

(B) The allowance for lodging is twenty-five dollars (\$25) plus tax, per night, single.

(C) The allowance for meals is twenty dollars (\$20) plus tax, per day, for three (3) meals, or when separate meals are claimed, four dollars (\$4) for breakfast; six dollars (\$6) for lunch; and ten dollars (\$10) for dinner, all plus tax.

(D) Meal allowances for a business meeting/conference including meals are the actual cost.

(E) Meals for prisoners, while being transported, are not to exceed five dollars (\$5) per meal.

(F) It is the basic responsibility of employees to anticipate and make provision for their own meals eaten during the employee's regularly scheduled tour of duty; however, subsistence allowances for meals may be approved by the appointing authority when an employee is twenty (20) miles or more distant from assigned work location for more than one-half (1/2) of the scheduled tour of duty or when an employee is required to work beyond the regularly scheduled tour of duty during an unplanned activity.

(8) Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor-Controller/Recorder's Office through submission of the appropriate form. Advancements shall not exceed the maximum allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25).

(9) Burial Expenses. Immediately following proof of the death of an employee resulting from an accident or injury caused by external violence or physical force incurred in the performance of duty, the County shall pay to the employee's designated beneficiary the sum of four thousand dollars (\$4,000) for purposes of burial expenses. Any sums for such burial expenses entitled to the beneficiary under the Worker's Compensation laws not to exceed four thousand dollars (\$4,000) shall be assigned to and paid directly to the County.

(s) SAFETY EQUIPMENT. The County shall provide the following items of safety equipment upon request to each employee in a regular position hired subsequent to June 30, 1979, required to have safety equipment: pistol, uniform holster, uniform belt with keeper straps, nightstick (baton), handcuffs and handcuff case, ammunition and bullet case, raincoat, rain boots, flashlight (including batteries and bulb), speed loader, off-duty holster, baton ring, key holder, chemical mace and mace holder, helmet and face shield, and protective vest. The type and make of each item of equipment shall be designated by the County. Such equipment shall remain the property of the County of San Bernardino and will be returned to the County upon the employee's termination. Employees shall be responsible for loss or damage to such equipment due to their negligence, excepting normal wear.

(t) UNIFORM ALLOWANCE. Employees in this Unit shall receive a uniform and clothing allowance in the sum of forty-five dollars (\$45) per month payable biweekly to compensate for costs associated with uniform and clothing purchase, maintenance, cleaning and replacement.

(u) LONG-TERM DISABILITY INSURANCE. The County shall provide long-term disability insurance benefits to employees in this Unit or comparable benefits.

(v) VISION CARE INSURANCE. Effective April 1, 1988, the County shall provide to all Safety Unit employees and eligible dependents the opportunity to participate in a Vision Care Insurance Plan maintained by the County.

(w) LIFE INSURANCE. The County shall make available to each Safety Unit employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1) time or two (2) times the employee's annual gross earnings. The County shall provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County. New employees shall become eligible to participate in these programs on the start of the pay period following completion of thirteen (13) pay periods of satisfactory performance. All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

Effective April 1, 1988, the County shall provide at County expense to all employees assigned to the Career Criminal Division, Arson/Bomb Squad, the Narcotics Division and employees in the Scientific Investigations Bureau who regularly work with and/or are exposed to dangerous substances a sixty thousand dollar (\$60,000) face value occupational accidental death and dismemberment policy. Selection of the insurance provider shall be at the sole discretion of the County.

(x) TUITION REIMBURSEMENT. Effective January 2, 1988, the County shall establish an annual tuition fund in the amount of twenty thousand dollars (\$20,000) for purposes of reimbursing employees for tuition and registration fees incurred in connection with job-related education or career development training, which shall include any courses that are either (a) job-related, (b) in the 100 series or above, or (c) necessary to satisfy a job-related or career development degree requirement. Prior to becoming eligible for reimbursement, the course must have been

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approved by the appointing authority or designee and the employee must have completed the course with a grade of "C" or better or "pass" when taken on a pass/fail basis. Such expenditures shall be authorized to employees in regular positions budgeted more than forty (40) hours per pay period. Specifically excluded from this provision are: parking fees, book costs, travel and lodging charges. Reimbursement will be calculated December 31 of each year of the agreement. Full reimbursement will be applied as long as the fund of twenty thousand dollars (\$20,000) is not exceeded. If the twenty thousand dollar fund is exceeded, reimbursement will be prorated. If the fund is not depleted at the end of a calendar year, the unused portion will not be carried over. The fund will be administered for all employees in the Unit by the Sheriff's Department.

13.0612 Safety Management and Supervisory Unit Working Conditions.

The Safety Management and Supervisory Unit shall include classifications of employees qualifying as a "County Peace Officer" as defined in Section 31469.1 of the County Employees' Retirement Law of the California Government Code, or are full-time "peace officers" as that term is defined in Sections 830.1 and 830.3(b) of the California Penal Code and are so assigned to the Unit by the Board of Supervisors; and, having responsibility for implementing program requirements; formulating, administering, and managing County policies and programs; or, having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or discipline other employees, or responsibility to direct them or to adjust their grievances, or to effectively recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

WORKING CONDITIONS. Employees in this unit have the following unique application of benefits:

(a) **SALARY RATES AND STEP ADVANCEMENTS.** New employees shall be hired at the "A" step of the established base salary range except as otherwise provided. Variable entrance steps may be established if justified by recruitment needs, including lateral entries through the "E" step with the approval of the County Administrative Officer. Except for promotions, all step advancements shall be based upon two (2) step increments (approximately five percent [5%]) in the salary range except in those cases in which movement to the "E" (final) step requires only a one-step increment. Within the base salary range, all step advancements will be made on the first of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service and upon the appointing authority recommendation.

Advancement to the "D" (or next) step shall be contingent upon the completion of thirteen (13) pay periods of satisfactory work performance on the "C" (or hire) step, and all subsequent step advancements shall be effective after twenty-six (26) pay periods of satisfactory work performance except as otherwise provided in this chapter. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in Section 13.0612(b), Merit Advancements. The time required for step advancement shall be extended by any time spent on leave without pay which exceeds forty (40) hours in any pay period. The Assistant Administrative Officer for Personnel may authorize the increase of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any salary inequity.

(b) **MERIT ADVANCEMENTS.**

(1) A work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) working days prior to the employee's step advance benefit date for all employees in this Unit who are below the top step of their salary range. If such employee is evaluated as having met job standards or better, the employee will be granted the step advancement effective on the employee's salary benefit date.

(2) If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employee's step advance may not be granted on the date due.

(3) In cases where no work performance evaluation is filed, an employee will contact the supervisor, who must complete and file the work performance evaluation within five (5) working days. If the employee is rated as having met job standards or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.

(4) A denied step advancement can be granted following any sequence of a thirty (30) working-day review period of the employee's performance.

(5) Any dispute arising out of the content of the work performance evaluation may be processed in accordance with the appeal procedure in the Personnel Rules.

(c) **PAY PERIOD.** A pay period shall be comprised of a fourteen (14) calendar day corridor. The first pay period shall commence at 12:01 a.m. Saturday, June 28, 1981, and shall end at 12:00 a.m. (midnight on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter.

The County may reasonably establish, change, or modify standard days, tours of duty, or shifts for individual positions according to the needs of the service within the established period.

It is recognized that it may be necessary for Management to make changes in the number of hours in a standard day, tour of duty, or shift to meet the needs of the service. Where Management finds it necessary to make such changes it shall notify SEBA indicating the proposed change prior to its implementation. Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit as defined below, and where SEBA requests to meet with Management, the parties shall expeditiously undertake to meet as provided by Section 3500 *et seq.* of the California Government Code regarding the impact the change would have on the employees in the Unit.

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The phrase "significantly large number" shall mean: (a) a majority of the employees in the Unit, (b) all employees within a division or substation in the Unit, or (c) all employees within a readily identifiable category such as Sergeants or Captains.

(d) **DUAL APPOINTMENTS.** The appointment of two (2) full-time employees to the same budgeted position may be authorized by the Assistant Administrative Officer for Personnel to facilitate training, to make assignments to a position vacant due to extended authorized leave of absence, or in an emergency.

(e) **OVERTIME.**

(1) **Policy.** It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the appointing authorities to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of employees. The County has the right to require overtime to be worked as necessary.

(2) **Definition.** Except as otherwise provided in this section, there shall be no recognition of overtime, call back, shift differential, or other premium time worked. Employees shall be required to work during *such* hours as *reasonably* necessary to carry out the duties of their position and these hours may be varied so long as *no less* than eighty (80) hours per pay period are worked and the work requirements and efficient operation of the County are assured. For purposes of this section, eligible employee is defined to include only employees in regular positions classified as Sheriff's Sergeant, Sheriff's Flight Sergeant and Marshal's Sergeant.

Overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, forty (40) hours per week, or eighty (80) hours during a pay period. In designated work locations where the regular work schedule does not call for the employees to work forty (40) hours per week, although it causes the employees to work an average of forty (40) hours per week during a pay period, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift or eighty (80) hours per pay period. In designated work locations where the regular work schedule does not call for the employees to work at least eighty (80) hours in each pay period, although it causes them to work an average of at least eighty (80) hours per pay period during two (2) consecutive pay periods, overtime shall be defined as actual hours worked in excess of the regularly scheduled daily work shift, or one hundred sixty (160) hours during two (2) consecutive pay periods.

All forms of paid leave time as set forth in Section 13.0612(h), plus leaves of absence pursuant to Section 4850 of the California Labor Code, and time spent in meeting and conferring sessions shall be considered as time actually worked for purposes of computing premium overtime compensation. Voluntary over-time and time spent while attending employee-initiated training shall not be considered as time worked for purposes of computing overtime compensation.

Any time spent by an employee in a regular position who is required to appear in a court of law arising out of the employee's scope of employment during said employee's regularly scheduled off-duty hours shall be treated as time actually worked. Compensation for required time spent in court as described above shall be granted to an employee only when said employee has actually reported to court. Such employee shall receive a minimum of two (2) hours time worked or the actual amount of time, whichever is greater. To qualify for such compensation, the employee must contact the District Attorney's Office no later than 8:30 a.m. on the scheduled day for court appearance to insure that the case is still on the court's calendar. Any time spent traveling to and from court in excess of one (1) hour per occurrence shall be compensated at straight time rates, but shall not be credited as time worked for any other *purpose*.

When an employee in a regular position returns to active duty at the request of the appointing authority after said employee has been released from *active* duty and has left the work station, the employee shall be regarded as having worked for two (2) hours or for the actual amount of time worked, whichever is greater. Overtime scheduled in advance shall not be included.

All overtime shall be reported in increments of full fifteen (15) minutes and is nonaccumulative and nonpayable when incurred in units of less than fifteen (15) minutes.

(3) **Premium Overtime Compensation.** Any employee in a regular position authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for premium overtime compensation shall be made on the first regular payday following the pay period in which such overtime is worked, unless premium overtime compensation cannot be computed until some later date, in which case premium overtime compensation will be paid on the next regular payday after such computation can be made. In lieu of cash payment, an employee may elect to accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay including Incentive Pay shall automatically be paid for any compensating time in excess of eighty (80) hours, or any hours on record immediately prior to promotion, demotion, or termination of employment. Compensatory time off may be taken with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee.

(f) **SAFETY EQUIPMENT.** The County shall provide the following *items* of safety equipment upon request to each employee in a regular position hired subsequent to June 30, 1979, required to have safety equipment: pistol, uniform holster, uniform belt with keeper straps, *nightstick* (baton), handcuffs and handcuff case, ammunition and bullet case, raincoat, rain boots, flashlight (including batteries and bulb), speed loader, off-duty holster, baton ring, key holder, chemical mace and mace holder, helmet and face shield, and protective vest. The type and make of each item of equipment shall be designated by the County.

(g) **BENEFIT PLAN.**

(1) All employees in regular positions budgeted forty-one (41) hours or more per pay period shall be eligible to participate in the Benefit Plan described in this Section in the amount of six hundred seventeen dollars

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(\$617) per month effective July 2, 1988; and six hundred sixty-seven dollars (\$667) per month effective March 25, 1989. Each such employee must apply the available benefit dollars as hereinafter set forth. The administration of the Benefit Plan shall be the responsibility of the Assistant Administrative Officer for Personnel.

(2) Available dollars must first be applied to the pickup of employee retirement contribution obligations. In the event the employee does not designate whether such dollars shall be employer or employee contribution, the most recent previous designation shall be followed provided that, in the absence of any such previous designation, those dollars shall be applied as employee contributions. If any dollars remain after the retirement obligation of the employee is fully met, any remaining dollars must be applied to health and dental insurance premiums to the extent such dollars are available. Remaining dollars, if any, after all retirement contribution obligations and all health and dental insurance premium obligations are fully satisfied, shall be paid in cash.

(3) Description of Benefits:

(A) Pickup of Employee Retirement Contribution. Under this benefit, the employer will pick up all or a portion of the employee's contribution to the San Bernardino County Employees' Retirement Association. The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the County shall contribute one dollar per month and the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the County shall contribute one dollar (\$1) per month and the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1); and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this option will be considered for tax purposes as employer-paid contributions.

(B) Health and Dental Insurance. Under this benefit, the County will make available the existing Health and Dental Insurance program currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. Except as provided below, all employees except those who have elected to refrain from selecting this option prior to July 29, 1981, must select this option at least to the level that provides for health and dental insurance coverage for the individual employee. Exceptions may be made for an employee whose spouse is also a regular County employee. One spouse may elect to discontinue individual coverage but must then be enrolled under the other's dependent coverage. Request for exception must be submitted in writing on an appropriate form and approved by the Employee Benefits Manager. Change becomes effective on the first day of a month following approval. Any employee who did not select Health and Dental Insurance under this provision prior to July 29, 1981, will not be otherwise eligible for County-provided Health and Dental Insurance plans so long as the employee continues to refrain from selecting this option. Employees with existing health and dental dependent coverage must maintain such coverage until the next open enrollment period unless such dependent or dependents become ineligible for coverage under the insurance plans or unless dependent or dependents' coverage is not paid through this benefit plan but is entirely paid through payroll deduction. Premiums for insurance coverage shall be paid to the extent that dollars are available after fully satisfying the employee's retirement obligation. Any portion of premiums not covered by application of benefit dollars shall be automatically deducted from the employee's paycheck.

(C) Cash. Remaining dollars, if any, shall be paid in cash.

(D) Term Life insurance, long-term disability insurance and contributions to Section 457 Deferred Compensation Plan shall no longer be available as benefit plan options. Employees who were selecting the term life insurance option and/or the long-term disability insurance option prior to January 2, 1988, shall be entitled to maintain any such insurance(s) through the County at the applicable rate(s) provided that such premiums shall be paid through payroll deduction. Nothing herein shall preclude an employee from electing to participate in the County's Deferred Compensation Plan through payroll deduction.

(h) LEAVE PROVISIONS. Employees in this Unit shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day.

(1) Sick Leave.

(A) Definition. Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of illness, injury, pregnancy, exposure to contagious disease, attendance upon spouse or child, or for a medical, optical or dental appointment. In addition, a maximum of forty (40) hours earned sick leave may be used for bereavement due to the death of persons in the immediate family, or any relative living with the employee. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, and father-in-law.

(B) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Sick leave shall be accumulative without limitation. The minimum charge against accumulated sick leave shall be one-quarter (1/4) hour or multiples thereof. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro rata basis.

(C) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay (including Incentive Pay).

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(D) Administration.

(I) Investigation. It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Assistant Administrative Officer for Personnel.

(II) Notice of Sickness. The appointing authority or designated representative must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.

(III) Review. The Assistant Administrative Officer for Personnel may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(IV) Proof. A doctor's certificate or other adequate proof of illness shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(V) Improper Use. Evidence substantiating the use of sick leave for trivial indispositions, instances of misrepresentation, or violation of the rules defined herein shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the appointing authority and/or the Board of Supervisors.

(VI) Misconduct. Sick leave with pay may be denied if the absence is found to be due to willful injury, gross negligence, intemperance, improper conduct or willful absence without leave on the part of the employee.

(E) Workers' Compensation. As provided in Section 4850 of the Labor Code, a Safety Management and Supervisory Unit employee who is injured in the line of duty is entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay with the approval of the appointing authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

(F) Deleted by Ordinance 2860.

(G) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (H).

(H) Sick Leave Conversion. Employees who are employed in regular positions in the County service and are currently members of the San Bernardino County Employees' Retirement Association, shall receive compensation in accordance with the following: After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or resignation, an employee or the estate of a deceased employee, will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation

Cash Payment % of Hours of Sick Leave Balance

241 to 480 Hours	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances up to one thousand (1,000) hours, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee (including Incentive Pay).

(2) Vacation Leave.

(A) Definition. Vacation leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. Under unusual circumstances, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

(B) Accumulation. All employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods of continuous service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive vacation leave accumulation on a pro rata basis.

Length of Service from Benefit Date

After 13 pay periods
and through 4 years

Over 4 years and
through 9 years

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Over 9 years Annual Vacation Allowance	120 Hours	160 Hours
80 Hours	160 Hours Maximum Allowed Unused Balance	240 Hours
		500 Hours

(C) Administration.

(I) Vacation periods shall be taken annually with the approval of the appointing authority, and at such times as will not impair the work schedule or efficiency of the department. No employee, however, shall lose earned vacation leave time because of work urgency or during a leave of absence under Section 4850 of the Labor Code. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the appointing authority will notify the Auditor-Controller/Recorder of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods, or in the case of a 4850 leave, not to exceed thirteen (13) pay periods from date the employee returns to duty,

(II) The minimum charge against accumulated vacation leave shall be one-half (1/2) hour or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay.

(III) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(IV) Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation leave and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation leave that they were entitled to use as of the date of termination.

(V) On one occasion during each calendar year, an employee who has utilized forty (40) or more hours of vacation leave during the previous calendar year may elect to convert into a cash payment, at the rate of pay (including Incentive Pay) then in effect, up to forty (40) hours of accrued vacation leave.

(3) Holiday Leave.

(A) Fixed Holidays. All employees in regular positions shall be entitled to the following fixed holidays off provided such employees are on the payroll on the day that the holiday falls.

New Year's Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

(B) Floating Holidays. All employees in regular positions shall be entitled to a total of thirty-two (32) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours. Floating holiday time shall accrue in the following increments:

(I) Eight (8) hours floating holiday time shall be accrued during the pay period in which February 12 falls.

(II) Eight (8) hours floating holiday time shall be accrued during the pay period in which February 22 falls.

(III) Eight (8) hours floating holiday time shall be accrued during the pay period in which August 1 falls.

(IV) Eight (8) hours floating holiday time shall be accrued during the pay period in which October 1 falls.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Fixed or floating holiday leave shall be compensated at the employee's base rate of pay.

(C) New and terminating employees must be on the payroll the day before and the day after a fixed holiday to receive holiday pay. Regular employees must be on the payroll the day before or the day after a fixed holiday to receive holiday pay.

(D) When a fixed holiday falls on a Sunday, the next day, Monday, shall be observed as the holiday. When a fixed holiday falls on a Saturday, the fixed holiday shall be treated as an eight (8) hour floating holiday.

(E) Except as provided in paragraph (H) of this section and upon retirement or separation, employees shall be compensated for any unused accrued holiday leave at the then current base rate equivalency (including Incentive Pay).

(F) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

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(G) Whenever an employee is required to work on a fixed holiday, the employee shall accrue a total of eight (8) hours holiday time; provided, however, that total holiday accrual shall not exceed a maximum of one hundred seventy-six (176) hours. Any holiday time accrued in excess of one hundred seventy-six (176) hours shall be lost, provided that no employee shall lose earned holiday leave because of work urgency.

(H) Employees who have accrued holiday time in excess of that allowed under this section as of July 2, 1977, shall be allowed to maintain their total current balance as of July 2, 1977; provided, however, that any payment of such unused holiday accrual at the time of retirement or separation shall be based on the base salary rate in effect on July 1, 1977. The employee shall have the option to select whether any use of holiday benefits shall be charged against time accrued prior to July 2, 1977, or time accrued subsequent to July 2, 1977.

(4) Jury Duty Leave. Employees in regular positions who are summoned to jury duty may exercise a legal exemption from such service under Section 202.5 of the Code of Civil Procedure. Any such employee who does not exercise the exemption and who is ordered to serve on jury duty shall be entitled to base pay for those hours of absence from work, provided the employee deposits fees for service, other than mileage, with the County Treasurer. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. Employees called for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury.

(5) Blood Donations. Employees in regular positions who donate blood without receiving compensation for such donation, may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, that any time in excess of four (4) hours must be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

(6) Failure to Return After Leave. Failure of an employee to report to work at the expiration of a leave of absence shall separate the employee from the service of the County and be considered, in effect, a resignation unless extenuating circumstances can be justified to the appointing authority who may approve additional leave.

(7) Relocation Leave. Employees in regular positions who are required by an appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service, shall be granted time off with pay at their base rate of pay not to exceed twenty-four (24) work hours.

(8) Examination Time. Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking County promotional examinations. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

(9) Witness Leave. Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

(10) Benefit Date. For the purpose of step advancements, sick and vacation leave accrual, the benefit date is defined as follows for each employee:

(A) If the first working day of the pay period was worked, then the benefit date will be the first day of that pay period.

(B) If the employee started any time after the first working day of the pay period, then the benefit date will be the first day of the following pay period.

(C) The benefit date of an employee who is absent without approved leave may be adjusted accordingly.

(11) Annual Leave Conversion. An employee promoted from the Safety Unit to this Unit shall have any annual leave balance converted to vacation leave and holiday leave pursuant to the following formula.

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Length of Service From Benefit Date	Percent Applied to Annual Leave Balance	
	Vacation Leave	Holiday Leave
After 13 Pay Periods and thru 4 Years	47.62	52.38
Over 4 Years and thru 9 Years	57.69	42.31
Over 9 Years	64.52	35.48

In no event shall such an employee lose any vacation or holiday leave for thirteen (13) pay periods following such promotion.

(12) Compulsory Leave. If in the opinion of the appointing authority an employee could be incapacitated for work for physical or psychological reasons, an examination may be required by a physician or other competent authority designated or approved by the Assistant Administrative Officer for Personnel. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and to follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

(13) Military Leave. As provided in the Military and Veterans Code Section 395 *et seq.* and any amendment thereto, a County employee may be entitled to the following rights concerning military leave:

(A) Temporary Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. An employee on temporary military leave shall receive the same vacation and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such temporary leave. Pay for such purpose shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays.

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. The thirty (30) day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty. Copy of military orders must accompany the request for leave form.

(B) Active Duty. Employees who resign from their positions to serve in the Armed Forces of the United States or of this State shall have a right to return to their former classification, subject to a physical/psychological examination, on serving a written notice upon the appointing authority of their former department within six (6) months of the termination of their active service with the Armed Forces; provided, that such right to return to former classification shall not be granted to such employees who shall fail to return to their position within twelve (12) months after the first date upon which they could terminate their active service with the Armed Forces.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration. However, such employee will not have accrued vacation, sick leave, or other benefits while absent from County employment, except as provided in the temporary duty provision.

(14) Political Leave. Any employee who is a candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for an election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

(15) Special Leaves of Absence Without Pay. A special leave without pay for a period not exceeding one (1) year may be granted to an employee who is:

(A) Medically incapacitated to perform the duties of the position.

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(B) Desires to engage in a relevant course of study which will enhance the employee's value to the County.

(C) For any reason considered appropriate by the appointing authority and the Assistant Administrative Officer for Personnel.

Such request must be in writing and requires the approval of the appointing authority and the Assistant Administrative Officer for Personnel. Upon request, the appointing authority and the Assistant Administrative Officer for Personnel may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification. At the expiration of leaves without right to return, the employees must contact the Assistant Administrative Officer for Personnel to have their name referred for a sixty (60) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the ninety (90) calendar day period provided in Section 13.0612(o), Reemployment, herein. The employee must be appointed to a position within this sixty (60) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

(i) **PROMOTIONS.** A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee, including an individual promoted into this Unit, shall receive the entrance rate of the new range or be placed on the step that causes him/her to receive a salary increase (including Incentive Pay) of approximately five percent (5%) whichever is greater; provided that no employee is thereby advanced in step nor advanced above the "E" (or final) step of the higher base salary range. An employee promoted out of this Unit shall be governed by the section on Salary Rates and Step Advancements in the Memorandum of Understanding or other applicable document pertaining to the appropriate unit or group.

(j) **DEMOTIONS.** A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion; provided, however, that the employee shall not be placed lower than two (2) step increments (approximately 5%) below employee's current step.

An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the "E" step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of Section 13.0612(1), Downgradings, with the approval of the appointing authority and the Assistant Administrative Officer for Personnel.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

(k) **UPGRADINGS.** An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by Section 13.0612(i), Promotions.

(l) **DOWNGRADINGS.** When a position is downgraded because of decreased responsibility or difficulty, the Assistant Administrative Officer for Personnel may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary increases until the salary rate of the position held exceeds the "X" step.

(m) **ASSIGNMENT TO HIGHER POSITION.** Employees directed to continuously perform duties in a vacant higher level position for which funds have been appropriated, shall be entitled to compensation on the higher level for the time actually worked in excess of sixty (60) workdays in a one hundred twenty (120) workday corridor, unless specifically waived by the employee; provided however:

(1) The appointing authority certifies to the County Administrative Officer in writing at the time of appointment that the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher level classification without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level classification.

(2) A written request for compensation at the higher level classification is directed to the County Administrative Officer through the Personnel Office for approval. It shall be the responsibility of the appointing authority to initiate such requests and whenever possible to anticipate need for reassignment to a higher level classification. Written requests may also be made by the employee or the exclusive recognized employee organization in the same manner. A copy of the written request for compensation at the higher level classification and the certification of the assignment of duties shall be provided to the employee. The employee shall be advised of the date compensation at the higher level is to be effective.

No employee shall be required to accept assignments to continuously perform the duties of a vacant higher level position for which funds have been appropriated unless directed in writing by the appointing authority or supervisor with the delegated authority.

Employees may be temporarily assigned higher or lower duties without a change in pay and such action not be deemed as a basis for transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs or because of the nature of the duties or the work schedule, such variations shall be considered as incidental to the position.

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Appointments to regular positions from an appropriate eligible list of a lower classification as a Trainee are exempt from provisions of this section and are governed by the provisions of the Personnel Rule on Appointments.

Approval of compensation at the higher level classification shall not circumvent the principle of the competitive process for appointments to positions in the classified service. Approval of the higher salary may not be retroactive unless approved by the Assistant Administrative Officer for Personnel and unless a request for compensation at the higher level classification is made within twenty (20) workdays following the sixty (60) working-day period. In no event shall additional compensation be paid for the first sixty (60) days worked. Requests approved for compensation at the higher level classification shall be governed by the Personnel Rule on Provisional Appointments as to the duration of approval and eligibility requirements for compensation at the higher level classification and as to continuation of the appointment.

This section does not apply to a situation in which there is no vacant higher level position for which funds have been appropriated. Addition of duties of a higher level classification to an employee's budgeted position shall be governed by Personnel Rule on Classifications.

It is the responsibility of all parties including department heads and other supervisory personnel to follow the procedures set forth in this section and promptly report unauthorized situations covered by this section to the County Administrative Officer.

For purposes of this section, a vacant position is defined as an authorized position for which funds have been appropriated and allocated to an existing job classification based upon the duties and responsibilities currently assigned to the position and which may be:

(A) An unoccupied position due to attrition and for which the Civil Service appointment process has been initiated.

(B) A new position authorization by Board of Supervisors budgetary action for which the Civil Service appointment process has been initiated.

(C) A position from which the incumbent is on extended authorized leave of absence.

(n) EXPENSE REIMBURSEMENT.

(1) General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County, except as may be otherwise provided in this chapter.

(2) Responsibilities. It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the appointing authority.

(3) Travel Authorization.

(A) Travel outside the State of California must be approved by the County Administrative Officer or designee. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(B) The appointing authority or designee shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller/Recorder shall be notified in writing of all such designees.

(C) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

(4) Authorization for Attendance at Meetings.

(A) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.

(B) Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

(5) Records and Reimbursements.

(A) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed ten dollars (\$10), the submission may be deferred until the amount exceeds ten dollars (\$10) or until June 30 during the current fiscal year, whichever comes first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.

(B) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(I) Subsistence, except as otherwise provided in this section.

(II) Private mileage.

(III) Taxi, streetcar, bus, and ferryboat fares; bridge and road tolls; and parking fees.

(IV) Telephone and telegraph charges.

(V) Other authorized expenses of less than one dollar (\$1).

(C) Claims for expense reimbursement totaling less than one dollar (\$1) in any fiscal year shall not be paid.

(D) Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, tips, etc., unless such personal expense is a necessary and integral part of an authorized investigation.

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(E) Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

(6) **Transportation Modes.**

(A) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

(B) **Travel Via Private Automobile.**

(I) Reimbursement for use of privately owned automobiles on County business shall be at the rate of twenty-nine cents (29¢) per mile. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of private automobiles, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(II) When employees traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

(C) **Travel Via Air.**

(I) **Commercial Aircraft --** Expense reimbursement for travel via commercial aircraft shall be compensated only for the cost of air coach rates, unless air coach or economy space is unavailable to meet emergency requirements.

(II) **Private Aircraft --** Reimbursement for use of privately owned aircraft on County business shall be at the same rate of the applicable private automobile rate per road mile. Actual costs for landing or tie-down fees shall also be reimbursed.

Reimbursement at these rates shall be considered as full and complete payment for actual necessary expenses for the use of the private aircraft, insurance, maintenance, and all other transportation-related costs. The employee must provide a minimum single-limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the County included as an additional insured. Written evidence of such insurance must be on file with the County's Risk Program Manager.

(7) **Subsistence.**

(A) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee and only as deemed necessary for the purpose of conducting County business. As provided in Section 13.0612(n)(5)(E), expense reimbursements shall be made on an actual cost basis except that where no receipts have been submitted, the allowances listed below shall apply.

(B) The allowance for lodging is twenty-five dollars (\$25) plus tax, per night, single.

(C) The allowance for meals is twenty dollars (\$20) plus tax, per day, for three (3) meals, or when separate meals are claimed, four dollars (\$4) for breakfast; six dollars (\$6) for lunch; and ten dollars (\$10) for dinner, all plus tax.

(D) Meal allowances for a business meeting/conference including meals are the actual cost.

(E) Meals for prisoners, while being transported, are not to exceed five dollars (\$5) per meal.

(F) It is the basic responsibility of employees to anticipate and make provision for their own meals eaten during the employee's regularly scheduled tour of duty; however, subsistence allowances for meals may be approved by the appointing authority when an employee is twenty (20) miles or more distant from assigned work location for more than one-half (1/2) of the scheduled tour of duty or when an employee is required to work beyond the regularly scheduled tour of duty during an unplanned activity.

(8) **Expense Advances.** Advancement of funds for business expenses can be obtained from the Auditor-Controller/Recorder's Office through submission of the appropriate form. Advancements shall not exceed the maximum allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25).

(9) **Burial Expenses.** Immediately following proof of the death of an employee resulting from an accident or injury caused by external violence or physical force incurred in the performance of duty, the County shall pay to the employee's designated beneficiary the sum of four thousand dollars (\$4,000) for purposes of burial expenses. Any sums for such burial expenses entitled to the beneficiary under the Worker's Compensation laws not to exceed four thousand (\$4,000) shall be assigned to and paid directly to the County.

(o) **REEMPLOYMENT.** An employee who has separated County employment, and who is subsequently rehired in the same classification in a regular position within a ninety (90) calendar day period, shall receive restoration of salary step, vacation leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with Section 13.0612(h)(I)(H)), and the Retirement Plan contribution rate provided the employee complies with the County Retirement Board's procedure for redeposit of funds, subject to the approval and conditions of the appointing authority and the Administrative Office. The employee shall suffer loss of seniority and a new benefit date shall be established for purposes of seniority.

(p) **PUBLIC GATHERINGS AND OTHER AUTHORIZED SECURITY SERVICES.** Employees in the unit will be compensated for work at public gatherings and other authorized security services pursuant to Section 13.0611(q) of this chapter.

(q) **PROMOTIONAL PREMIUM.** The County will make a one-time payment as hereinafter specified in the sum of five hundred dollars (\$500). This lump sum payment shall serve as a promotional premium to compensate employees for all costs associated with new uniform purchases and to recognize necessary in-service and

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extracurricular education and training required to advance to a supervisory position. All employees appointed or promoted to the rank of Marshal's Sergeant or Sheriff's Sergeant in a regular position on or after July 30, 1980, shall receive said lump sum payment the first pay period following such appointment or promotion.

(r) **PHYSICAL FITNESS AND APPEARANCE.** The physical, medical, mental fitness and appearance of public safety officers are requirements to perform the duties of the job and instill public confidence in the law enforcement function. Public safety members require special treatment and consideration for the stress, physical demands and appearance expectations of the County and the public. Recognizing these important factors, the County may require medical, physical ability, appearance and psychological assessments of safety employees provided the County pays and provides time off without loss of pay for such assessments.

Any remedial or treatment action shall be the full responsibility of the employee.

The County shall provide at County expense prescheduled annual toxicology tests performed by a County-selected physician for all employees assigned to the Career Criminal Division, the Arson/Bomb Squad, the Narcotics Division, and employees in the Scientific Investigations Bureau who regularly work with and/or are exposed to dangerous substances.

The County shall provide at County expense an annual Class II, Federal Aviation Administration-certified physical by a County-selected, certified physician for each employee who regularly operates aircraft in the Aviation Division of the Sheriff's Department.

(s) **WAGE DIFFERENTIALS.**

(1) **Special Circumstances Pay.** Effective the beginning of the pay period following Board of Supervisors approval of the 1986-88 Safety Management and Supervisory Unit Memorandum of Understanding, Sheriff's Sergeants in regular positions who are assigned as resident commanders to work and reside in the communities of Parker Dam, Trona, Wrightwood, and Lucerne Valley shall be compensated an additional 10.5% above their base salary rate. In addition, such Sheriff's Sergeants shall receive a pay differential of \$143.75 per pay period. Incumbents of these positions are not eligible for any overtime compensation under this section. The Sheriff shall designate the geographic boundaries of these communities for the purpose of defining residency requirements for eligibility for Special Circumstances Pay.

(2) **Flight Pay.** Employees officially assigned to the sheriff's Emergency Services Bureau/Aviation Division and who are assigned to act as a pilot shall receive a wage differential for flight pay. The wage differential shall be fifteen percent (15%) above the base rate of pay.

(3) **Incentive Pay.** A Safety Management and Supervisory Unit employee in a regular position who complies with the procedure below shall receive as compensation above the base rate of pay either an additional two and one-half percent (2-1/2%) for an Advanced POST certificate or an additional five percent (5%) for either a Supervisory POST certificate, Management POST certificate, or for possession of a Master's Degree earned by attendance at an accredited college or university. Effective July 2, 1988, the two and one-half percent (2-1/2%) additional compensation shall be increased to three percent (3%) and the five percent (5%) additional compensation shall be increased to six percent (6%). Effective January 28, 1989, the three percent (3%) additional compensation shall be increased to four percent (4%) and the six percent (6%) additional compensation shall be increased to eight percent (8%). This incentive pay shall be considered as part of the salary/wage range under the County Retirement System and as part of the regular rate of pay for purposes of computing overtime compensation and calculating sick leave, vacation, and holiday payoffs upon termination of employment. The employee shall submit a written request for POST pay to the department with an attached copy of the appropriate POST certificate or official transcript. This incentive pay shall start the first pay period following receipt by the County of a valid POST certificate or transcript. The County shall submit to POST in an expeditious manner applications by affected employees for the certificates described above.

(t) **ADMINISTRATIVE LEAVE.** Employees in this Unit shall accrue five (5) days of administrative leave annually. Such time will accrue on a pro rata basis per completed pay period. Such administrative leave time may be used or cashed out at employees' then current base rate of pay. Employees may cash out such leave once per calendar year in full hour increments and such may be used to the extent of any accruals. Any administrative leave accrual balances in effect on December 6 of each calendar year will be paid at employees' then current base rate of pay. Employees may designate that cash outs be allocated to the County's Section 457 Deferred Compensation Plan consistent with requirements and restrictions of such Plan.

(u) **VISION CARE INSURANCE.** Effective April 1, 1988, the County shall provide to all employees and eligible dependents the opportunity to participate in a Vision Care Insurance Plan maintained by the County.

(v) **LIFE INSURANCE.** The County shall make available to each Unit employee a group term life insurance program wherein the employee may purchase, through payroll deduction, term life insurance in amounts equivalent to one (1) time or two (2) times the employee's annual gross earnings.

The County shall provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County. New employees shall become eligible to participate in these programs on the start of the pay period following completion of thirteen (13) pay periods of satisfactory performance. Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

Effective April 1, 1988, the County shall provide at County expense to all employees assigned to the Career Criminal Division, Arson/Bomb Squad, the Narcotics Division and employees in the Scientific Investigations Bureau who regularly work with and/or are exposed to dangerous substances a sixty thousand dollar (\$60,000) face

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value occupational accidental death and dismemberment policy. Selection of the insurance provider shall be at the sole discretion of the County.

(w) **MEMBERSHIP DUES.** Effective January 2, 1988, the County shall establish an individual departmental fund in the amount of one hundred dollars (\$100) per annum for each Unit employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for membership dues in professional organization(s) except for payment of dues to a recognized employee organization. Requests for reimbursement must be approved by the appointing authority or designee and shall be paid upon proof of expenditure not to exceed one hundred dollars (\$100) per employee per year.

13. 0613 Exempt Group Working Conditions.

(a) SALARY RATES AND STEP ADVANCEMENTS.

(1) **Eligibility For Step Advancement.** New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this section. Variable entrance steps may be established if justified by recruitment needs through Step 5 with the approval of the appointing authority and through Step 11 with the approval of the Director of Human Resources.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with eighty (80) service hours in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of required length of service hours in the classification, satisfactory work performance, and appointing authority recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon two (2) step increments. The employee shall be eligible for the first step advancement after completion of one thousand and forty (1,040) hours and subsequent step advancements after completion of additional increments of two thousand and eighty (2,080) hours.

(2) **SPECIAL PROVISIONS.** The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Director of Human Resources or designee may authorize the adjustment of salary step or salary rate of any employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

Employees who had credit for completed pay periods prior to the implementation of the new Employee Management and Compensation System (EMACS), but did not receive full credit for that pay period in EMACS, may request to receive full credit for said pay period for purposes of step advancement. Such requests are the responsibility of the employee and must be submitted through the employee's department to the Director of Human Resources. The Director of Human Resources or designee will review the employee's request and will approve all requests meeting the criteria. The provision applies only to pay periods completed prior to implementation of EMACS and will expire one year after implementation of the new payroll system.

All employees hired after March 27, 1999, must make arrangement for the direct deposit of all paychecks into the financial institution of their choice via electronic fund transfer.

(3) IMPLEMENTATION OF CLASSIFICATION STUDY RESULTS

(A) **Upgrade.** An upgrade is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the subsection on "Promotions."

(B) **Downgrade.** A downgrade is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the Director of Human Resources may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

(C) **Salary Rate Adjustment.** A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows, unless this process is waived by the County Administrative Officer:

(I) If the employee's original base rate of pay is less than Step 1 of the newly designated pay range, the employee shall be placed on Step 1 of the new range. The employee shall be eligible to advance to the next step upon receiving a satisfactory rating on the employee's next annual performance evaluation, in accordance with the requirements of subsection 13.0613(a)(1). Subsequent step advances shall be administered in accordance with subsection 13.0613(a)(1).

(II) If the employee's original base rate of pay falls within the newly designated pay range, and the salary adjustment granted is at least two salary ranges, the employee shall be placed upon the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the

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new range. If the employee's original base rate of pay falls within the newly designated pay range, and the salary adjustment granted is less than two salary ranges, the employee shall be placed upon the step in the new range that is approximately a two and one half percent (2.5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step upon receiving a satisfactory rating on the employee's next annual performance evaluation, in accordance with the requirements of subsection 13.0613(a)(1). Subsequent step advances shall be administered in accordance with subsection 13.0613(a)(1).

(b) **JOB SHARING.** The County will make reasonable accommodation for employees who desire to share their positions with other qualified employees or eligible persons. Jobs may be shared on an hourly or daily basis. Benefits provided by the County shall be prorated to the extent practicable.

(c) HOURS OF WORK.

(1) Employees shall be required to work during such hours as necessary to carry out the duties of their position as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

(2) The nature of Fair Labor Standards Act (FLSA) exempt employment for affected Exempt classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of FLSA-exempt positions is established. In those instances in which a position's work extends well beyond the normal hours of employment, the County Administrative Officer may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and prescheduled basis. Circumstances for such compensation would include implementation of the intent of a Board of Supervisors approved program or emergency response.

(3) For FLSA-covered employees in the Exempt classifications, overtime is determined by the legal parameters of the Fair Labor Standards Act. For FLSA-covered employees, the following overtime provisions apply.

(A) **Definition.** Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

(B) **Overtime Compensation.** Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case, overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, for any such time which has not been taken within twenty-six (26) pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(C) **Variable Work Schedule.** An appointing authority, with agreement of an affected employee, may arrange for that individual to take such time off as necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within a given work period.

(D) **Work Period.** The work period for purposes of overtime commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The pay period and workweek may be adjusted in accordance with FLSA requirements.

(d) INSURANCE PROGRAMS

(1) Health and Dental Insurance

(A) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the County. Employees who fail to elect health and dental plan coverage will be automatically enrolled in the health and dental plan with the lowest biweekly premium rates available in the geographical location of the employee's primary residence.

(B) To be eligible for County health and dental plan coverage, an employee must be in a regular position scheduled for a minimum of forty (40) hours and have received pay for at least one half plus one hour of scheduled hours or be on approved leave pursuant to the Family Medical Leave Act. Employees on an approved Workers' Compensation claim shall receive Benefit Plan contributions for up to 20 pay periods while off work due to that injury. However, after the sixth pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.

(C) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee becomes ineligible for an HMO network service area.

(D) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.

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(E) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County within thirty (30) days of dependent's change in eligibility for the County plans.

(F) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, over-age dependent, or gain of coverage on spouse's or domestic partner's employer-provided insurance, or termination of domestic partnership.

(G) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

(H) Employees eligible for health plan coverage who are also enrolled in comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with the County may elect to discontinue enrollment in County-sponsored health plan (opt-out or waive).

(I) Employees who, prior to July 9, 2005, elected to opt-out of County-sponsored health plan coverage and continue to opt-out will forfeit the biweekly benefit plan amounts specified in subsection 13.0613(i)(1)(A)(II) and will instead receive the following biweekly Benefit Plan amount: Employees scheduled for 61 to 80 hours per pay period shall receive one hundred sixty-one dollars and fifty-four cents (\$161.54) per pay period. Employees scheduled for 40 to 60 hours per pay period shall receive eighty dollars and seventy-seven cents (\$80.77) per pay period. To receive the Benefit Plan amounts under this subsection, the employee must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work 80 hours must be paid for a minimum of forty-one (41) hours.

(II) Employees scheduled to work 61 to 80 hours who, prior to July 9, 2005, elected to waive health plan coverage to a spouse or domestic partner employed by the County and continue to waive will receive two hundred thirty dollars (\$230.00) per pay period; employees scheduled for 40 to 60 hours who waive shall receive one hundred fifteen dollars (\$115.00) per pay period.

(III) New "opt-outs" or "waives" (i.e., employees hired after July 1, 2005 or current employees who opt-out or waive effective July 9, 2005 and any time thereafter) scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; new opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars (\$20.00) per pay period.

(IV) Elected Officials are not required to enroll in County sponsored health and dental coverage. An Elected Official who does not participate in a County-sponsored health plan will receive a Benefit Plan amount of one hundred sixty-one dollars and fifty-four cents (\$161.54) per pay period.

(I) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their County-sponsored dental plan.

(J) The rules and procedures for electing to opt-out of County-sponsored health and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

(I) Employees may elect to opt-out of County health and/or dental plan(s) within thirty (30) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that opt-out is elected.

(II) Employees may elect to opt-out of County health and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other group coverage.

(III) To continue to opt-out, employees must re-elect the opt-out benefit and certify that they have other group coverage during each annual open enrollment period. Except as required at the initial opt-out election, employees are not required to provide verification of continued coverage unless requested by the plan administrator.

(IV) An employee who elects to opt-out of dental plan coverage may not re-enroll in a County-sponsored dental plan for a minimum of two (2) years unless the employee involuntarily loses coverage from the other employer-sponsored group dental plan. Employees who elect to enroll in County dental coverage, for reasons other than involuntary loss of another group sponsored dental plan coverage, may enroll during the open enrollment following completion of the two (2) year dental opt-out restriction. NOTE: a voluntary loss of other group dental insurance may result in a break in dental coverage until the two (2) year mandatory opt-out period is complete.

(V) Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a County-sponsored health plan within thirty (30) calendar days. Enrollment in the County-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects to not enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

(VI) There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a County health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the County of loss of group coverage within thirty (30) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.

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(K) An eligible employee whose spouse or domestic partner is also an eligible County employee may elect coverage as a dependent on their spouse's and domestic partner's or, if the employee is age eighteen (18) or younger, on their parent's County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their County spouse's, domestic partner's or parent's County insurance coverage. Such election must be made within 30 calendar days of the employee's, County parent's or the County spouse's or domestic partner's eligibility for County health and dental insurance. During the Plan year, an employee is responsible for notifying the County within thirty (30) days of ineligibility for the waiver; for example, the dependent child turns nineteen (19) or the spouse or domestic partner leaves County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse's or domestic partner's or parent's County plan coverage will require the employee to immediately enroll in the County health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.

(L) For employees assigned to work in the Needles, Trona, Baker and Ridgecrest work locations, the County will establish a "Needles Subsidy." The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the County. This Subsidy will be established each year when premiums change for the County-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

(2) Term Life Insurance. The County will pay the premium for a term life policy, the amount of which is based on the eligible employee's scheduled hours. Employees scheduled from 40 to 60 hours per pay period shall receive \$25,000 in coverage. An employee scheduled from 61 to 80 hours shall receive \$50,000 in coverage. Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours.

In accordance with the procedures established by the Human Resources Division Chief, Employee Benefits and Services, eligible employees may purchase, through payroll deductions, term life insurance in \$10,000 increment amounts to a maximum benefit of \$700,000.

(3) Variable Universal Life Insurance. Upon Board of Supervisors' approval, eligible employees may purchase, through payroll deductions, variable universal life insurance in amounts equivalent to one (1) time, two (2) times, or three (3) times the employee's annual gross earnings. Employees who purchase variable universal life insurance shall be provided a County contribution towards the biweekly premium based on the following schedule:

Benefit Group A	100% of the one-time premium
Benefit Group B	50% of the one-time premium
Benefit Group C	25% of the one-time premium

(4) Accidental Death and Dismemberment Insurance. Employees in the Exempt Group may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction.

(5) Psychological Services. Subject to carrier requirements, the County will pay the premium for a prepaid psychological services program for employees and their eligible dependents.

(6) Long-Term Disability Insurance. The County will provide Exempt employees with long-term disability insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be those approved by the County's Director of Human Resources.

(7) Short-Term Disability Insurance. The County will provide an employer paid Short-Term Disability Insurance Plan for Exempt employees. This benefit shall apply to Exempt employees in regular positions who are regularly scheduled to work forty-one (41) or more hours per pay period. Effective July 27, 2002, this benefit shall apply to Exempt employees in regular positions who are regularly scheduled to work forty (40) or more hours per pay period. The Short-Term Disability Insurance Plan benefit coverage shall be governed by the Plan Document that has been approved and adopted by the Board of Supervisors for Exempt employees. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the County, or after receiving ninety (90) days of benefits at which time the employee would be eligible for long term disability benefits if still medically disabled after ninety (90) days.

(8) Vision Care Insurance. Subject to carrier requirements, the County will pay the premiums for vision care insurance for employees and their dependents.

(9) General Provisions. All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case of any employee absent because of illness on the date the insurance becomes effective, the insurance will commence on the date of return to work.

(e) LEAVE PROVISIONS. Employees in this Group shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day.

(1) Sick Leave

(A) Definition. Sick Leave with pay is an insurance or protection provided by the

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County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.

(I) Immediate Family. Immediate family is defined as parent, child, spouse, or domestic partner as defined by California Family Code section 297.

(II) Extended Family. Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(B) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period, except as provided in subsection 13.0613(e)(14). Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

(C) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(D) Administration.

(I) Investigation. It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.

(II) Notice of Sickness. In twenty-four (24) hour departments, the appointing authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

(III) Review. The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(IV) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(V) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(E) Sick Leave for Other than Personal Illness/Injury.

(I) Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

(II) Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

(III) Birth/Adoption. A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.

(IV) Medical, optical or dental appointments. The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(F) Return-to-Work Medical Clearance.

(I) Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of condition and authorization to return to work before returning to work.

(i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

(ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

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(iii) Employees who have been absent on account of serious medical condition, when so directed by appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.

(II) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement provision, subsection 13.0613(h).

(III) It is the responsibility of the employee to obtain written notice from the medical provider of authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to his or her appointing authority immediately upon receipt of the medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide the medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.

(IV) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

(V) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center and the start of his or her scheduled tour of duty on the day that he or she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.

(VI) The final decision on the employee's ability to return to work rests with the medical provider at the Center. In the event the employee is not released to return to work by the medical provider at the Center, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

(G) Workers' Compensation.

(I) Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.

(H) Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time", said employee may use accumulated sick leave with pay with the approval of the appointing authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

(I) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (J).

(J) Sick Leave Conversion. Employees who hold regular positions in the County service, and who have contributed to the San Bernardino County Employees' Retirement Association retirement system or other public entity retirement system for more than ten (10) years and have not withdrawn the contributions from the system(s), and who separate from County service for reasons other than death or disability retirement shall receive compensation in accordance with the provisions of the Retirement Medical Trust Fund.

For employees with ten (10) years of continuous service from date of hire in a regular position, upon death, the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, up to a maximum of one thousand (1000) hours, computed at the then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event, shall any employee, except those receiving a disability

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retirement, receive compensation under this subsection in excess of five hundred (500) hours of pay computed at the then current base hourly rate of said employee.

While employed by the County, employees who have contributed to a public sector retirement(s) for over ten (10) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis:

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion Ratio
201 to 599 hours	3 sick hours to 1 hour vacation
600 to 799 hours	2.5 sick hours to 1 hour vacation
800 or more hours	2 sick hours to 1 hour vacation

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the Director of Human Resources. Employees may elect this exchange once per calendar year.

(2) Vacation Leave

(A) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

(B) Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six (6) pay periods from the employee's benefit date. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis. There shall be no limit on vacation accruals.

<i>Length of Service from Benefit Date</i>	Annual Vacation Allowance
After 1,600 through 8,320 service hours	80 Hours
Over 8,320 and through 18,720 service hours	120 Hours
Over 18,720 service hours	160 Hours

(C) Administration.

(I) Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee.

(II) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.

(III) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(IV) Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

(D) Prior Service.

New employees hired into the County in regular positions who have been employed by a public jurisdiction or private sector in a comparable position or a position which has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources or designee. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

(E) An employee may sell back vacation time at the base hourly rate of the employee as hereinafter provided, upon approval of the appointing authority. Eligible employees may exercise this options under procedures established by the Director of Human Resources or designee. In lieu of cash, the employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the County and credit for vacation time is allowed under the plan.

In order to sell back vacation time prior to termination or retirement, an employee may exercise the following options:

(I) Option 1, Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation time accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred

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sixty (160) hours. All designated hours remaining at the end of the pay period 25 will automatically be converted into cash in the last period of the calendar year.

(II) Option 2, Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash out of ten (10) hours and will be subject to a ten percent (10%) penalty.

(3) Holiday Leave

(A) Fixed Holidays. All employees in regular positions except as modified in subparagraph (i) shall be entitled to the following holidays:

January 1st
Third Monday in January
Third Monday in February
Last Monday in May
July 4th
First Monday in September
Second Monday in October

November 11th
Thanksgiving Day
Day after Thanksgiving
December 24th
December 25th
December 31st

(B) Floating Holidays. Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is not on unpaid leave for the entire pay period and is actively on the payroll for the pay period where the floating holiday time is to accrue. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

(C) Repealed by Ordinance 3749.

(D) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against all employee's earned vacation benefits.

(E) Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time.

(F) When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

(G) Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

(H) An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the appointing authority. Eligible employees may exercise this option under procedures established by the Director of Human Resources. In lieu of cash, the employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred income plan if such a plan is approved by the County and credit for holiday time is allowed under the plan.

In order to sell back holiday time prior to termination or retirement, an employee may exercise the following options:

(I) Option 1, Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. All designated hours remaining at the end of pay period 25 will automatically be converted into cash in the last pay period of the calendar year.

(II) Option 2, Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash out of eight (8) hours and will be subject to a ten percent (10%) penalty.

(I) Repealed by Ordinance 3845 (2002)

(J) Grandfathered Holiday Time. An employee promoted from the Safety Management and Supervisory Unit to the Exempt group who has any grandfathered holiday time at the time of promotion, will be allowed to retain such grandfathered holiday time. Such time may be used or compensated at the time of retirement or separation under the same terms and conditions as are applicable to Safety Management and Supervisory Unit employees.

(4) Special Leaves of Absence Without Pay

(A) General Provisions. A special leave of absence without pay may be granted to an employee who:

1) Is medically incapacitated to perform the duties of the position.

2) Desires to engage in a relevant course of study which will enhance the employee's value to the County.

3) Takes a leave of absence pursuant to the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA).

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4) For any reason considered appropriate by the appointing authority and the Director of Human Resources.

(B) Type of Leave of Absences. There are four types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Director of Human Resources or designee. Upon request, the appointing authority or designee and the Director of Human Resources or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate section of this Code.

1) Leave of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

2) Family leave. Leaves of absence will be granted in accordance with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in Section 13.0613(i)(1)(C)(III) for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are County employees, both employees are limited to a total of twelve (12) weeks between them.

3) Leave of absence without right to return.

(a) Definition: Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(b) Benefits upon rehire. An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- hire date;
- the benefit date for purposes of leave accruals and step advances, except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return;
- any sick leave accruals that had not been cashed-out will be restored;
- credit for years of service toward the seven percent (7%) retirement systems contribution shall be retained, but no credit shall be given during the leave of absence.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of the leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in Section 13.0613(u), REEMPLOYMENT.

(c) Rehire Process. An employee may be reemployed in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions in the Personnel Rules. The employee shall be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

IV) Medical Leave of Absence.

(i) Definition: A medical leave of absence up to one (1) year may be granted to employees with regular status who suffer from an illness or serious mental illness. Such leave of absence will be granted only after the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA) have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(ii) Benefits upon return. Upon return from a medical leave of absence, the employee shall retain hire date and benefit date for purposes of leave accruals and step advances, except that the benefit date will be advanced for the period of time the employee is on the medical leave of absence.

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(V) Medical Emergency Leave. The particulars of the Medical Emergency Leave policy are as follows:

(i) The employee must have regular status with the County or one (1) year of continuous service in a regular position with the County.

(ii) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) have exhausted all useable leave balances prior to initial eligibility – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

(iii) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance and/or Short-Term Disability must agree to integrate these benefits with Medical Emergency Leave.

(iv) Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

(v) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.

(vi) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required.

(vii) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of subsection 13.0613(d)(1), or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

(viii) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

(ix) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.

(x) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

(xi) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:

(a) Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.

(b) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall have all unused Medical Emergency Leave up to 176 hours converted to an equal amount of sick leave which will be available to the employee according to subsection 13.0613(e)(1). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by the County.

(c) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

(xii) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

(xiii) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, and the privacy rights of the donees upheld per legal requirements.

(xiv) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Department.

(VI) Compulsory Leave. If, in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the Director of Human Resources or designee or by their own physician or practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to

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return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

(VII) Military Leave. As provided in the California Military and Veterans Code Section 395 et. seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a County employee, regular or extra-help, may be entitled to the following rights concerning military leave:

(A) Definition. Military Leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(B) Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.

(C) Temporary Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his or her regular salary or compensation, pursuant to subsection 13.0613(e)(7)(E).

(D) Active Duty. Employees who resign from positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U. S. C. §§ 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County employment, except as provided in the temporary duty provision.

(E) Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, due to the crisis related to terrorist attacks on America, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their regular County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for up to one hundred and fifty (150) calendar days of active military service in addition to the thirty (30) days provide for in this section. During this one hundred fifty-day (150-day) period, the County will continue to provide the employee the benefit plan as was provided prior to such active duty. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

Employees who are eligible for military leave compensation will be placed on a leave of absence with right to return to their positions.

After June 30, 2002, no compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors.

(8) Political Leave. Any employee who is a declared candidate for public office shall have the right to a leave of

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absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

(9) Jury Duty Leave. Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the appointing authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in subsection 13.0613(e)(4).

(10) Examination Time. Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

(11) Witness Leave. Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

(12) Blood Donations. Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the appointing authority to receive this benefit.

(XIII) Bereavement Leave. Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's parent, child, spouse or domestic partner, as defined by California Family Code Section 297. One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances. The appointing authority may request verification of distance traveled.

(XIV) Leave Accruals While on Disability Leave. This subsection shall be effective beginning July 27, 2002.

Employees receiving the benefits of workers' compensation or short-term disability leave receive partial replacement of their income through these benefits. Employees on these type of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount. An employee who knowingly receives payment in excess of his or her regular base salary is required to report it to his or her Departmental payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon

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paid leave time coded on the time and labor report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in subsection 13.0613(e)(3).

(f) **RELOCATION.** Employees who are required by order of their appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service or because of layoff will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement toward the actual cost of relocating their personal furnishings and belongings.

(g) **SPECIAL ASSIGNMENT COMPENSATION.** Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to a vacation, short-term illness or other relief which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by both the appointing authority and the Director of Human Resources or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments and shall be in the form of a specified percentage of the employee's base pay. The Director of Human Resources or designee will determine the amount in increments of one percent (1%) from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to Salary Rates and Step Advancements.

Requests for Special Assignment Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with the Director of Human Resources written approval, assignment of the additional responsibilities, and signed acceptance by the employee.

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in the sections on "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts, and as such, there shall be no dual or multiple requests based on the same facts.

(h) **EXPENSES INCURRED IN CONDUCTING COUNTY BUSINESS AND EXPENSE REIMBURSEMENT.** Employees in the Exempt Group shall be reimbursed for all expenses incurred in connection with the conduct of County business, including, but not limited to: travel, lodging, meals, laundering, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the appointing authority. Members of the Board of Supervisors, Agency Administrators, the County Administrative Officer, Assistant County Administrative Officers, and County Officers with Department Head status may incur necessary County expenses involved with activities and functions of their Departments and arrange for the County to be billed directly for such expenses.

(1) **Expense Reimbursement.**

(A) **General Provisions.** The purpose of this Section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County, except as may be otherwise provided in this Code.

(B) **Responsibilities.** It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense.

Prior approval may be in the form of standing orders issued by the appointing authority.

(C) **Travel Authorization.**

(I) Travel outside the State of California must be approved by the County Administrative Officer or designee. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(II) The appointing authority or designee shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller shall be notified in writing of all such designees.

(III) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Section.

(D) **Authorization for Attendance at Meetings.**

(I) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.

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(II) Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

(E) Records and Reimbursements.

(I) Requests for expense reimbursements should be submitted once each month, except if the amount claimable for any month does not exceed twenty five dollars (\$25), the submission may be deferred until the amount exceeds twenty five dollars (\$25) quarterly, or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.

(II) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(i) Subsistence, except as otherwise provided in this Section.

(ii) Private mileage.

(iii) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.

(iv) Telephone and telegraph charges.

(v) Other authorized expenses of less than one dollar (\$1).

(III) Claims for expense reimbursement totaling less than one dollar (\$1) in any fiscal year shall not be paid.

(IV) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.

(V) Except as otherwise provided in this Section, expense reimbursements shall be made on an actual cost basis.

(F) Transportation Modes.

(I) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

(II) Travel via private automobile.

(i) Reimbursement for use of privately owned automobiles to conduct County business shall be at the IRS allowable rate or thirty-two cents (32¢) per mile, whichever is greater.

Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(ii) When employees, traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

(III) Travel via air.

(i) Commercial Aircraft. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or Agency Administrator.

(ii) Private Aircraft. When private aircraft transportation is approved by the County Administrative Officer or Agency Administrator, reimbursement will be as follows:

(a) Reimbursement for use of aircraft owned or rented and flown by County personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to auto parking charges.

(b) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer or Agency Administrator: Sacramento, San Francisco, Oakland and San Jose.

(c) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the County Administrative Officer or Agency Administrator prior to departure.

(d) The employee or owner of the aircraft must have a minimum single-limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the County included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

(IV) Travel via Rental Vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

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(G) Subsistence.

(I) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the allowances listed below in paragraphs B and C may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Claims for lodging and meals which do not exceed the allowances listed below do not require receipts.

(II) The allowance for lodging is seventy five dollars (\$75) plus tax, per night, single.

(III) The allowance for meals is fifty dollars (\$50) plus tax and gratuity per day, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11) for breakfast; fifteen dollars (\$15) for lunch; and twenty four dollars (\$24) for dinner, all plus tax and gratuity.

(IV) Meal allowances for a business meeting/conference including meals are the actual costs.

(H) Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor-Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is forty-one dollars (\$41).

(I) County Credit/Debit Cards. The Appointing Authority may issue a County credit or debit card to an employee and require business expenses be paid for with said card. If unauthorized charges are placed on the card, the employee shall be required to reimburse the County. If the employee fails to reimburse the County within fifteen (15) calendar days or prior to separation from County service, the Auditor-Controller's Office may recover any unauthorized charges from the employee's pay.

(2) Expense Reimbursement of the Board of Supervisors, Other Elected Officials and Exempt Employees. The following provisions and policies comply with Government Code section 53232 et. seq.

(A) When reimbursement is otherwise authorized by statute, the County may reimburse members of the Board of Supervisors, other elected officials, and exempt employees for actual and necessary expenses incurred in the performance of official duties.

(B) The types of occurrences that qualify a member of the Board of Supervisors, other elected officials, and exempt employees to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses include the following:

(I) Communicating with representatives of regional, state and national government on County adopted policy positions;

(II) Attending educational seminars designed to improve officials' skill and information levels;

(III) Participating in regional, state and national organizations whose activities affect the County's interests;

(IV) Attending County events;

(V) Other occurrences as approved by the Appointing Authority.

(C) All other expenditures require approval by the Board of Supervisors.

(D) The reasonable reimbursement rates for travel, meals, and lodging, and other actual and necessary expenses are those set out in San Bernardino County Code sections 13.0613(h)(1)(E) and 13.0613(h)(1)(G).

(E) If the lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board of Supervisors, other elected official, or exempt employee at the time of booking. If the group rate is not available, the member of the Board of Supervisors, other elected official or exempt employee shall use comparable lodging.

(F) Members of the Board of Supervisors, other elected officials and exempt employees shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.

(G) All expenses that do not fall within this policy, County Code section 13.0613(h)(1), or the Internal Revenue Service reimbursable rates shall be approved by the Board of Supervisors, in a public meeting before the expense is incurred, or ratified after the expense is incurred, when prior action is not possible due to the urgency of the requirement for the expense.

(H) Expense Reports. The County Auditor/Controller-Recorder shall provide expense report forms to be filed by the members of the Board of Supervisors, other elected officials and exempt employees for reimbursement of actual and necessary expenses incurred on behalf of the local agency in the performance of official duties.

(I) The expense reports shall document that expenses meet this policy, and all other applicable County policies, for expenditure of public resources.

(II) Members of the Board of Supervisors, other elected officials and exempt employees shall submit expense reports to the County Auditor/Controller-Recorder within a reasonable time after the expense is incurred, and the reports shall be accompanied by the receipts documenting each expense.

(III) Members of the Board of Supervisors, shall provide brief reports on Meetings as defined in Government Code section 54952.2 attended at the expense of the County at the next regular Board meeting.

(IV) All documents related to reimbursable County expenditures are public records subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

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(I) Penalties. Penalties for misuse of public resources or falsifying expense reports in violation of this section may include, but are not limited to, the following:

- (I) The loss of reimbursement privileges;
- (II) Restitution to the County;
- (III) Civil penalties for misuse of public resources, pursuant to Government Code section 8314;
- (iv) Prosecution for misuse of public resources pursuant to Penal Code section 424.

(i) (1) Health Insurance Contributions.

(A) Benefit Plan Contributions.

(I) Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this subsection in the amounts described in 13.0613(i)(1)(A)(II) below. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to be eligible for the benefits of this subsection.

(II) Except as provided in subsection 13.0613(d)(1), the bi-weekly amount of the County provided Benefit Plan for employees who participate in County-sponsored health plan coverage will be as follows:

Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
\$115.00	\$230.00

(III) Under no circumstances will the monetary value of the Benefit Plan be prorated.

(IV) Employees who are on an approved Medical Leave of Absence and whose paid hours in a pay period are less than the required number of hours will continue to receive the benefits of this subsection for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Workers Compensation claim shall receive the benefits of this Section for up to twenty (20) pay periods while off work due to that work injury. Employees who are integrating paid leave time with Short-Term Disability (STD) insurance provided by the County shall receive the benefits of this subsection under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of one-half plus one of their scheduled hours or more shall receive the benefits of this subsection. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this subsection unless on a medical leave or a Family Medical Leave Act eligible leave.

(B) Section 125 Premium Conversion Plan

(I) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Exempt Group employees or any other program(s). The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

(II) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

(III) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.

(IV) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within thirty (30) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division Chief. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan year.

(V) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, you or your spouse's or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in County insurance cost during the Plan year, loss or gain of Medicare or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within thirty (30) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or designee, will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

(C) Medical and Dental Subsidies.

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(I) The County will establish a Medical Premium Subsidy (MPS) in an amount that, when combined with the Benefit Plan contributions, would offset the cost of health plan premiums charged to eligible employees. The MPS shall be applied to health insurance premiums only and shall not be applicable to dental plan premiums. The MPS amount payable to each eligible employee shall be based upon the lowest cost high option HMO plan (currently Health Net or a plan equivalent to Health Net) for the number of persons the employee enrolls in the County-sponsored health plan (i.e., "employee only," "employee + 1," "employee + 2"). No MPS shall be paid where the Benefit Plan contribution exceeds the amount of the total premium to be paid by the County. The applicable MPS amount shall be paid directly to the provider of the County-sponsored health plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case, shall the MPS, when combined with the Benefit Plan contributions, exceed the total cost of the health insurance premium for the coverage selected.

Effective July 9, 2005, the County will establish a MPS, if applicable, in the following amounts:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	0	0
Employee + 1	0	0
Employee + 2	\$30.20	\$60.39

Effective July 8, 2006, the County will establish a MPS, if applicable, in the following amounts:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	0	0
Employee + 1	\$16.67	\$33.34
Employee + 2	\$58.03	\$116.06

Effective July 7, 2007, the County will establish a MPS, if applicable, in the following amounts:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	0	0
Employee + 1	\$36.61	\$73.22
Employee + 2	\$85.36	\$170.71

(II) Effective July 7, 2007, the County will establish a Dental Premium Subsidy (DPS) for all employees whose premium costs for health and dental exceeds the Benefit Plan contributions in an amount up to nine dollars forty-six cents (\$9.46), but not to exceed the combined total of the employee's out-of-pocket expenses. For example, an employee who selects "employee only" coverage for health and dental with a combined per pay period premium cost of one hundred thirty-four dollars (\$134.00) will receive a DPS in the amount of four dollars (\$4.00) per pay period.

(2) Retirement System Contributions.

(A) County Contributions

(I) For all employees, the County will pick up a portion of the employee's required contribution to the San Bernardino County Employees' Retirement Association (SBCERA) in the amount of seven (7%) of the employee's earnable compensation as defined in the SBCERA bylaws.

(II) Additionally, effective June 25, 2005, Exempt employees shall receive the following supplemental amounts biweekly to be applied under this Section: Group A employees, four hundred dollars (\$400.00) per biweekly pay period; Group B employees, two hundred thirteen dollars and sixty-nine cents (\$213.69) per biweekly pay period; Group C employees, one hundred thirty-seven dollars and fifty-four cents (\$137.54) per biweekly pay period; Group D employees, eighty-five dollars and fifty-seven cents (\$85.57) per biweekly pay period. The supplemental amounts designated in this subsection shall be automatically increased in the future in the same percentage amounts as salaries are increased from time to time for all members of the Exempt Group.

(III) The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pick up as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement, and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pick up as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1.00), and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

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If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this section shall continue to have contributions under this Section applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all Retirement System obligations are fully satisfied shall be paid to the employee in cash.

(B) Remaining Employee Contributions.

Any employee Retirement System contribution obligations which are not paid by the application of subsection 13.0613(i)(2)(A) above shall be "picked up" for tax purposes only pursuant to this section. The Auditor/Controller-Recorder shall implement the pickup of such Retirement System contributions under Internal Revenue Code Section 414(h)(2) effective with the earning paid and contributions made on and after the effective date of August 12, 1989.

The County shall make member contributions under this section on behalf of the employee which shall be in lieu of the employee's contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this section shall be recouped through offsets against the salary of each employee for whom the County picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this section shall be treated as compensation paid to County employees for all other purposes. County paid employer contributions to the County's Retirement System under this section shall be paid from the same source of funds used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Until retirement or separation, all contributions picked up under this section will be considered for tax purposes as employer-paid contributions. Contributions under this section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under subsection 13.0613(i)(2)(A) above.

(C) Special Provisions.

(I) Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board as well as the supplemental amount under subsection 13.0613(i)(2)(A)(II) above.

(II) Employees who are over the age of sixty (60) at the time of hire, and who are in a regular position, and who choose not to be a member of the Retirement Association, shall be enrolled in the County's 401(k) Salary Savings Plan. The County shall pay the applicable percent of the employee's biweekly salary as defined in subsection 13.0613(n) to the Plan, and the employee shall contribute a minimum of three percent (3%) of biweekly salary to the Plan, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. As these employees are not participating in the Retirement Association, they shall not be eligible for County pickup of seven percent (7%) of earnable compensation. Exception: Those employees hired prior to July 1, 1996, and who have been receiving the seven percent (7%) pickup shall continue to receive the pickup as long as they remain an eligible Exempt Group employee. Eligible employees who waive participation in the County's Retirement System shall be eligible to receive the biweekly amounts applied under subsection 13.0613(i)(2)(A)(II).

(D) Survivor Benefits.

Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Government Code section 31855.12. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in the annual actuarial study.

(E) Special Provisions for Exempt Safety Employees.

The following subsection shall apply to all members of the Exempt Group who are safety members of the San Bernardino County Employees' Retirement Association (SBCERA) as defined in Government Code section 31469.3, on October 1, 2003.

Effective October 1, 2003, the County shall adopt a resolution making Government Code section 31664.1 applicable to safety members of the SBCERA. The County shall also adopt a resolution pursuant to Government Code section 31678.2, applying the formula set forth in Government Code section 31664.1 applicable to all prior safety service credit for every eligible employee under this subsection.

Effective October 1, 2003, employees eligible under this subsection shall be required to pay an additional 2.5% of compensation earnable each pay period into the retirement system, above and beyond the employee contribution rates established by the Board of Retirement.

(3) Flexible Spending Account (FSA) for Health Related Expenses.

Effective on or about July 17, 1999 (pay period 16/99) the County established a Health Expense Flexible Spending Account (FSA) for Exempt Group employees in regular positions who are regularly scheduled to work forty-one (41) hours or more a pay period. The Health Expense FSA is established in accordance with the provisions of Section 125 of the Internal Revenue Code (IRC). The Human Resources Division Chief, Employee Benefits and Services, will serve as the Plan's Administrator. The Health Expense FSA Plan Year will coincide with the County's Benefit

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Plan Year. Employees who choose to participate in the Health Expense FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator. Eligible employees will be notified of these procedures at least thirty (30) days prior to the beginning of each plan year. Effective July 23, 2005, eligible employees may contribute, on a pre-tax basis, a minimum of ten dollars (\$10.00) and a maximum of one hundred dollars (\$100.00) per biweekly pay period to this flexible spending account. The County will contribute up to twenty dollars (\$20.00) per biweekly pay period, matching employee contributions dollar for dollar, up to twenty dollars (\$20.00) each biweekly pay period. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the plan year (until on or about June 30) unless they incur an eligible family status change as defined in Section 125 of the IRC. Section 125 also requires that any amounts remaining in an employee's account at the end of the Plan year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses. Contributions made to the Health Expense FSA may be used for receiving non-taxable reimbursements of eligible medical and dental expenses not covered by insurance. Eligible reimbursable expenses are those medical and dental expenses that qualify as medical expenses under the Internal Revenue Code.

(4) Retirement Medical Trust Fund. A Retirement Medical Trust Fund has been established for Exempt Group employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA) and elected officials. Participation in other public sector retirement systems may also be counted towards the ten-year requirement provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA. Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn.

The Trust is administered by a Board of Trustees, who manages resources of the Trust and who determines applicable administrative fees for managing the Trust Fund. The Trustees will insure that payments of qualified medical expenses incurred by retirees or their eligible dependents will be appropriately reimbursed. The Trust will establish individual accounts for each participant which will be credited with interest earnings/losses based on the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions and earnings for the participant and tax-free contributions for the County. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical insurance payments) will also be non-taxable to the retiree or the retiree's eligible dependent(s). Effective Pay Period 15, 1999, the County will contribute one-half of one percent (.5%) of an eligible employee's biweekly salary to the Trust and will contribute one percent (1%) of an elected official's biweekly salary to the Trust.

At separation from County service for reasons other than death or disability retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below.

AMOUNT OF REMAINING SICK LEAVE HOURS	CASH VALUE FORMULA
001 TO 399 HOURS	40%
400 TO 600 HOURS	50%
601 TO 800 HOURS	60%
801 TO 1400 HOURS	75%

Employees retiring from the County with a disability retirement are not eligible to contribute the cash value of their unused sick leave balances to the Trust. Those employees will be compensated for their unused sick leave in accordance with subsection 13.0613(e)(1)(J).

The Trust is a Voluntary Employee Benefit Association (VEBA) and will comply with all the provisions of Section 501(c) (9) of the Internal Revenue Code.

(j) TUITION REIMBURSEMENT AND MEMBERSHIP DUES.

The County shall establish an individual, departmental fund in the amount of one thousand dollars (\$1,000) for each fiscal year commencing FY 2005-2006 for each employee in the Exempt Group to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of County or continuing educational goals.

Requests for reimbursement must be approved in advance by the appointing authority and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year.

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The individual department fund is in addition to department budgeted and mandated training and memberships.

In addition to the department fund and department mandated training, department heads may, within their discretion, reimburse employees for expenses related to obtaining advance degrees which will advance the employee's career in service to the County. Under this provision, such advanced degrees shall be obtained outside regular work hours, and the employee shall do no productive work for the County while attending the course or courses for which reimbursement is sought.

(k) CONDITIONS OF EMPLOYMENT.

Unless in the Classified Service, employees in this group serve at the pleasure of their appointing authority.

Should a classified employee's position be abolished, the County will make reasonable efforts to place the employee in a comparable County position based upon the employee's skills, knowledges and abilities, as well as consideration for the employee's length of service with the County. If reasonable efforts to place an exempt classified employee in a comparable County position are unsuccessful, the employee shall be subject to layoff by written notification by the appointing authority or the County Administrative Officer, which notification shall be given at least ten (10) working days prior to the effective date of the layoff. An exempt classified employee does not have any bumping rights to other County positions.

(l) AUTOMOBILES.

(1) The following County officers and employees shall be entitled to have a Category I County vehicle assigned to them for use on County business: the County Administrative Officer, Members of the Board of Supervisors, County Counsel, all Elected Officials, and Executive Director/Chief Investment Officer, SBCERA. All other employees and officers who are eligible for an auto allowance are eligible for a Category I County vehicle under this paragraph with the approval of the County Administrative Officer.

Such officers and employees may use such vehicles for occasional personal use provided they reimburse the County at the current motor pool variable rate per mile for such use. Elected officials shall not be required to reimburse for such occasional personal use.

Officers and employees who are assigned a Category I vehicle for their use shall have deducted from their compensation the sum of forty-six dollars and seventy-five cents (\$46.75) per biweekly pay period during the time they are assigned such a County vehicle. This deduction shall not apply to elective enforcement department heads serving as peace officers, or public prosecutors or those employees who must, as a condition of employment, or department regulations, use specially equipped County vehicles such as law enforcement.

(2) Effective June 25, 2005, the County Administrative Officer, Members of the Board of Supervisors, Assistant County Administrative Officer, Assistant County Administrators, Associate Administrative Officers, Deputy Administrative Officers, Department Heads, Board of Supervisors' Chiefs of Staff, Board of Supervisors' Field Representatives, Board of Supervisors' Administrative Analysts, Executive Director/Chief Investment Officer, SBCERA, Chief Counsel, SBCERA, SBCERA Investment Officer, Sheriff-Coroner, Undersheriff, Assistant Sheriffs, Sheriff's Deputy Chiefs, Assistant Auditor/Controller-Recorder, Assistant District Attorney, Assistant Assessor, Assistant Treasurer-Tax Collector, and Assistant County Counsel shall receive a biweekly automobile allowance by choosing either of the following options: basic allowance of two hundred seventy-six dollars and ninety-two cents (\$276.92) per pay period plus reimbursement for mileage on County business in a privately owned automobile at a rate of twenty five cents (25 cents) per mile or a flat allowance of three hundred forty-six dollars and fifteen cents (\$346.15) per pay period with no mileage reimbursement, provided they are not assigned a County vehicle, and they provide a private vehicle for their own use on County business. The First District Supervisor shall receive a fifty percent (50%) addition to either option selected under this subsection. Employees selecting this allowance shall be required to have a vehicle available at all times for use on County business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle. This automobile allowance provision shall not apply to elected officials who do not have a deduction from their compensation pursuant to subsection 13.0613(l)(1) as a result of being assigned a County vehicle.

(m) ADMINISTRATIVE LEAVE. Effective pay period one of each year, an employee in a regular position will be provided with eighty (80) hours of Administrative Leave time for the employee's use. Employees hired after the beginning of Pay Period 1 shall receive a prorated number of hours. Such Administrative Leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour upon the approval of the appointing authority during the calendar year.. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at employee's then current base rate of pay. Employees may designate that cash outs of Administrative Leave be allocated to the County's 401(k) Plan or Section 457 Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay. This provision shall not apply to elected officials.

(n) CONTRIBUTIONS TO SALARY SAVINGS PLAN.

Biweekly contributions of Exempt employees to the County's Section 401(k) Salary Savings Plan up to three percent (3%) of an employee's biweekly base salary will be matched by a County contribution on the basis of two times the employee's contribution. The County contribution shall not exceed six percent (6%) of an employee's biweekly

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base salary. Effective June 25, 2005, biweekly contributions of exempt employees in Groups A, B, and C to the County's 401(k) Salary Savings Plan up to three and one-half percent (3.5%) of an employee's biweekly base salary will be matched by a County contribution on the basis of two times the employee's contribution. The County contribution shall not exceed seven percent (7%) of an employee's biweekly base salary. Effective June 24, 2006, biweekly contributions of exempt employees in Groups A, B, and C to the County's 401(k) Salary Savings Plan up to four percent (4%) of an employee's biweekly base salary will be matched by a County contribution on the basis of two times the employee's contribution. The County contribution shall not exceed eight percent (8%) of an employee's biweekly base salary.

(o) **EMPLOYMENT INTERVIEW EXPENSES AND RECRUITMENT MOVING ALLOWANCE.**

(1) For division level and above, the appointing authority may approve reimbursement of interview expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

The appointing authority may approve moving expenses up to but not exceeding three thousand dollars (\$3,000) for division level and above employees new to County employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

The County Administrative Officer may approve moving expenses up to but not exceeding five thousand dollars (\$5,000) for any employee new to County employment for whom the County Administrative Officer or the Board of Supervisors is the appointing authority or any Department Head. The Chairman of the Board of Supervisors may approve such moving expenses for the County Administrative Officer. Reimbursement of moving expenses in excess of five thousand dollars (\$5,000) must be approved by the Board of Supervisors.

(2) For employees not covered by section 13.0613(o)(1) the following provision applies. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the appointing authority, the Human Resources Director may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with the County, as follows:

Miles Relocated	Maximum Reimbursement
500-1000 Miles	\$1,000.00
1001-2000 Miles	\$2,000.00
More than 2000 Miles	\$2,500.00

Such reimbursement may be provided to employees upon initial employment with the County, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve months' service, the employee shall be required to reimburse the County for any payment made under this subsection. If the employee fails to reimburse the County, the amount shall be recovered via payroll recovery from the employee's final pay.

(p) **POST PAY.** An exempt law enforcement employee, other than the elected Sheriff, in the Sheriff, District Attorney's, or Marshal's Departments who complies with the procedure below shall receive as compensation above the base rate of pay an additional four percent (4%) for an Advanced Peace Officer Standard Training (POST) certificate or an additional eight percent (8%) for either a Supervisory POST certificate, Management POST certificate, or for possession of a Master's Degree earned by attendance at an accredited college or university. Effective July 3, 1999, POST pay shall be a fixed dollar amount based on seven percent (7%) for an advanced POST certificate or eleven percent (11%) for a supervisory or management POST certificate based on Step 11 of the salary range in effect on July 3, 1999. This incentive pay shall be considered as part of the salary/wage range under the County Retirement System and for purposes of calculating sick leave, vacation, administrative leave, and holiday pay. The employee shall submit a written request for POST pay to the department with an attached copy of the appropriate POST certificate or official transcript. This incentive pay shall start the first pay period following receipt by the County of a valid POST certificate or transcript. The County shall submit to POST in an expeditious manner applications by affected employees for the certificates described above.

POST pay compensation will be uniformly maintained for all County employees.

(q) **EXEMPT GROUP.** The Exempt Group consists of employees who formulate and administer significant executive policy, employee relations responsibilities, and/or County confidential proprietary information. Positions are placed in the Exempt Group only by specific approval of the Board of Supervisors.

(r) **DEPENDENT CARE ASSISTANCE PLAN.**

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 (IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the

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requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources Department, Human Resources Division Chief, Employee Benefits and Services consistent with said IRC Sections.

(1) To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one half plus one of the scheduled hours, or be on an approved leave designated as Family Medical Leave Act, or be on an approved Military Leave.

(2) Enrollment in the Plan is limited to the annual open enrollment period or within thirty (30) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.

(3) Enrollment is required every Plan Year.

(4) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources, Employee Benefits and Services Division Chief. An employee election to participate shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, overage dependent, loss of student status, the employee's or employee's spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within thirty (30) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or his/her designee, will authorize changes provided the change is made on account of and is consistent with an employee's Change in Status Event.

(5) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of a Plan Year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

(s) **VACANT HIGHER POSITION.** Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of one hundred sixty (160) hours, unless specifically waived by the employee; provided, however:

(1) The appointing authority certifies to the Assistant Administrative Officer for Human Resources in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and,

(2) A written request for salary rate increase to the higher level is directed to the Assistant Administrative Officer for Human Resources for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of the appointing authority to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee through the appointing authority in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Assistant Administrative Officer for Human Resources. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Section. Further this Section does not apply to a situation in which there is no vacant higher level position for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by section 13.0613(g), **SPECIAL ASSIGNMENT COMPENSATION** or the Personnel Rule on Classifications, as appropriate. For purposes of this Section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) An unoccupied position due to attrition and for which the appointment process has been initiated; (2) A position from which the incumbent is on extended leave of absence; or, (3) A new position authorized by the Board of Supervisors for which the appointment process has been initiated.

(t) **PERSONNEL RULES.** Notwithstanding any other provision in the County Code or the Personnel Rules, those serving in Classified Service positions have appeal rights under the Personnel Rules, except as otherwise provided herein. Any such appeals shall be heard by a Hearing Officer selected from the Civil Service Commission Hearing Officer list and appointed by the Civil Service Commission. The Civil Service Commission shall either accept or reject the Hearing Officer's findings and recommendations within thirty (30) days of receipt by the Commission. The only grounds for rejection of the Hearing Officer's decision must be for one of the following and include specific detail in writing:

1. The recommendation was procured by corruption, fraud, or other undue means;

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2. There was corruption in the hearing officer;
3. The rights of a party were substantially prejudiced by the misconduct of the neutral hearing officer;
4. The hearing officer exceeded his/her powers;
5. The rights of a party were substantially prejudiced by the refusal of the hearing officer to postpone the hearing upon sufficient cause being shown therefore, or by the refusal of the hearing officer to properly include or exclude evidence material to the controversy.

Should such be the case, the Commission must state in writing specific reason(s) for the decision (1,2,3,4, or 5) and subsequently conduct and complete a full and fair evidentiary hearing on the appeal within thirty (30) days of rejecting the hearing officer's findings and recommendations unless the hearing cannot for good cause be completed within thirty (30) days.

Those serving in Unclassified positions do not have civil service appeal rights as they serve at the pleasure of the appointing authority.

Positions in the Exempt Group shall not have rights to the classification appeal procedures under Personnel Rule III, Section 5.

(u) REEMPLOYMENT.

(1) A regular employee who has terminated County employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Leave Provisions subsection and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the appointing authority and the Director of Human Resources or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

(2) A regular employee who has terminated County employment and who is subsequently rehired to a regular position in the same job family within one year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

(3) A regular employee who has terminated County employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

(4) Reemployment from Layoff. A regular employee who has been laid off from County employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

(5) For purposes of this subsection, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of County employment.

(v) RECRUITMENT BONUS PROGRAMS.

(1) General. The County shall make available to Appointing Authorities Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in the Exempt Group, in accordance with the guidelines established herein.

(2) Program Applicability. Appointing Authorities may request authorization to apply the Recruitment and/or Referral Incentive Program(s) to assist in filling regular positions in their departments. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The Human Resources Director shall have the sole authority to determine the applicability and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to any review or appeal.

(3) Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:

(A) Bonus Amount and Method of Payment. The eligible employee hired into a position/ classification certified for participation in the Program shall receive five hundred dollars (\$500.00) upon hire. An additional one thousand dollars (\$1,000.00) shall be paid to the employee upon completion of 2,080 service hours

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in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

(B) Limitations and Exclusions.

(I) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.

(II) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

(III) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.

(4) Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

(A) Method of Referral. To be eligible for the recruitment bonus, the County Application for Employment must contain the name of the referring employee on the application.

(B) Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

(C) Limitations and Exclusions.

(I) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.

(II) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.

(III) In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

(IV) In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars (\$500) shall not be paid.

(V) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

(VI) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.

(w) COUNTY COUNSEL LEGAL SERVICE CLASSIFICATION.

(1) Application. This section shall apply to all Deputy County Counsel classifications.

(2) Service. The term "service" means service which the appointing authority finds to be "good" or "superior" in work performance and conduct.

(3) Hiring. With the approval of the County Administrative Officer, experienced attorneys may be hired in a classification and at a variable entrance rate commensurate with demonstrated experience, ability, and the needs of the County. Attorneys without experience may be hired as Deputy I's at the appropriate entrance step of the applicable salary range as shown in Section 13.064(b).

(4) Deputy I. Upon completion of 1,040 hours of service, an attorney holding a Deputy I position shall be advanced to two (2) steps within the applicable salary range. After an additional 1,040 hours of service, such deputy shall be promoted to a Deputy II classification. The Deputy shall be terminated if it is found that such promotion is not merited. An attorney hired as a Deputy I at some step other than step 1 because of experience, ability, or needs of the County may, after 1,040 hours of service, be promoted to a Deputy II classification upon the recommendation of the appointing authority.

(5) Deputy II. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service in a Deputy II classification, an attorney shall be advanced from step 1 to the step 3 of such classification. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service on step 3, the Deputy shall be advanced to the step 5. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service on step 5, the Deputy shall be promoted to a Deputy III classification, or the Deputy shall be terminated if it is found that such promotion is not merited after 2,080 hours of service on step 5.

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(6) Deputy III - After a period of not less than 1040 hours of service, nor more than 2080 hours of service in a Deputy III classification, an attorney shall be advanced from step 1 to step 3 of such classification. After a like period of service on step 3, the Deputy shall be advanced to step 5. After a period of not less than 1040 hours of service nor more than 2080 hours of service on step 5, an attorney shall be promoted to a Deputy IV classification, commencing on step 3 of the applicable salary range or the salary step which approximates a 10% increase.

(7) Deputy IV. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service on step 5 of the salary range applicable to the Deputy IV classification, an attorney shall be advanced to step 7. After a like period of service on step 7, the Deputy shall be advanced to step 9. After a like period of service on step 9, the Deputy shall be advanced to step 11.

(8) Attorneys shall be on probation for the entire time period of service below the Deputy III level. An attorney hired as a new employee in a Deputy III or Deputy IV classification shall serve a combined probationary and training period of 2,080 hours of service. Those promoted to Deputy III from Deputy II or to Deputy IV from Deputy III, shall immediately acquire regular status in the higher classification. An attorney hired at other than the beginning step of the Deputy I, II, or III level shall spend the same amount of time at these levels as those hired at the beginning step.

(9) DEPUTY COUNTY COUNSEL V. A Deputy County Counsel IV at the top step of the Deputy County Counsel IV level may be promoted to a Deputy County Counsel V. Eligibility for promotion to Deputy County Counsel V shall be pursuant to criteria approved by the appointing authority. Employees promoted to Deputy County Counsel V shall not obtain regular status as a Deputy County Counsel V as such employee shall serve in a probationary status for the duration of the appointment as a Deputy County Counsel V and may be removed from a Deputy County Counsel V classification by the appointing authority at any time without any right to review or appeal. Additionally, there shall be an annual review by the appointing authority of the performance of each Deputy County Counsel V, and it shall be discretionary with the appointing authority whether to continue each employee's Deputy County Counsel V status. An employee who is removed as a Deputy County Counsel V shall be returned to a Deputy IV status.

(10) Exceptional Service. An additional two (2) range increase or an additional four (4) range increase in salary may be paid to attorneys for outstanding ability or work for a period not to exceed 2080 hours if such increase is: (1) jointly recommended by the appointing authority and the County Administrative Officer; and (2) approved by the Board of Supervisors. Such additional compensation may be renewed each year and shall be designated Exceptional Service Compensation. Employees in the classification of Deputy County Counsel V shall not be eligible for compensation under this subsection.

(11) Removal from Operation of Section. Upon request of the appointing authority and the approval of the Civil Service Commission, an attorney may be removed from the operation of this section.

(12) The County Counsel Paralegal classification shall serve a probationary period of 2,080 hours of service.

(x) BILINGUAL COMPENSATION. Upon the approval of the Director of Human Resources or designee, employees in the Executive Assistant category of the Exempt Group required by the appointing authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars (\$45.00) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

(y) ADDITIONAL BENEFITS FOR THE COUNTY ADMINISTRATIVE OFFICER. In addition to the benefits provided elsewhere in this code, the County Administrative Officer who commences work in that position by appointment in September of 2004 shall be provided the following benefits, effective pay period 21 of 2004:

(1) In the event that the employment of the County Administrative Officer is terminated without cause prior to the completion of four years (104 pay periods) of service from September 18, 2004, the County Administrative Officer shall be provided twenty six (26) pay periods of severance compensation. In the event that the employment of the County Administrative Officer is terminated without cause after the completion of four years (104 pay periods) of service but less than six years (156 pay periods) of service, the County Administrative Officer shall be provided eighteen (18) pay periods of severance compensation. In the event that the employment of the County Administrative Officer is terminated without cause after the completion of six years (156 pay periods) of service, the County Administrative Officer shall be provided six (6) pay periods of severance compensation.

For the purposes of this subsection, severance compensation shall mean that the County Administrative Officer shall remain on payroll and shall receive all salary and benefits of the position, other than the benefits described in subsection (5) below. Severance compensation shall not be paid in the event of a voluntary resignation or termination for cause.

The severance compensation to be paid under this subsection shall be reduced by any salary or benefits earned from other sources by the County Administrative Officer during the severance compensation time period.

(2) Notwithstanding subsection 13.0613(i)(1)(A)(II), the County Administrative Officer shall receive the biweekly Benefit Plan amount of \$384.62.

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(3) Notwithstanding subsection 13.0613(i)(4), the County Administrative Officer shall receive the same contributions into the Retirement Medical Trust Fund as other exempt employees, regardless of the number of years the County Administrative Officer has been contributing to the San Bernardino County Employees Retirement Association (SBCERA), or other public sector retirement systems.

(4) Notwithstanding subsection 13.0613(m), the County Administrative Officer shall be provided a total of one hundred sixty (160) hours annually of Administrative Leave time for the employee's use. Such time shall otherwise be administered consistent with subsection 13.1613(m), and the amount of administrative leave accrued in calendar year 2004 shall be prorated.

(5) Commencing September 18, 2004, for each full year of service provided by the County Administrative Officer to the County, the County shall pick up the cost of the purchase of one year of additional retirement credit under SBCERA, pursuant to Government Code section 31658, and as permitted by SBCERA. The Board of Supervisors delegates to the Auditor/Controller-Recorder authority to take all actions that are necessary and appropriate to implement the pickup of such purchase of additional retirement credit under Internal Revenue Code section 414(H)(2) and any other governing law, upon completion of the year of service. The County shall provide a maximum of five annual purchases of additional retirement credit commencing on or around September 18, 2005.

Amended Ordinance 3749 (1999); Amended Ordinance 3786 (2000); Amended Ordinance 3805 (2000); Amended Ordinance 3845 (2002); Amended Ordinance 3869 (2002); Amended Ordinance 3883 (2003); Amended Ordinance 3933 (2004); Amended Ordinance 3953 (2005); Amended Ordinance 3968 (2006); Amended Ordinance 3970 (2006); Amended Ordinance 3971 (2006)

13.0614 Elected Officials.

***Salary Annum
Effective 12/01/01**

(a) WAGES.

Members of the Board of Supervisors	\$ 84,684.00
Assessor	\$117,721.00
Auditor/Controller-Recorder	\$142,110.00
District Attorney	\$147,326.00
Public Administrator and Coroner	\$119,593.00
Sheriff	\$137,230.00
Treasurer-Tax Collector	\$112,814.00

*Section 1 of Article VI of the County Charter mandates and establishes the salaries of elected officials except for the Superintendent of Schools. Such salaries shall be adjusted annually pursuant to Section 1 of Article VI of the County Charter, and pursuant to County Code section 13.0614(f) which implements Section 1 of Article VI of the County Charter. Pursuant to Article 9, Section 3.1 of the California Constitution, the salary of the Superintendent of Schools is set by the County Board of Education.

(b) **BENEFITS.** Notwithstanding any other provisions of the County Code, elected officials shall receive the same benefits provided to Group A Exempt employees in Sections 13.0613(d), 13.0613(h), 13.0613(i), 13.0613(n), and 13.0613(o). In lieu of other benefits provided to Exempt employees, elected officials covered by this subsection shall have an amount equal to five percent (5%) of their annual salary contributed by the County on their behalf on a pro-rated biweekly basis to either (1) the County's Section 457 Deferred Compensation Plan, or (2) the County's 401(a) Defined Contribution Plan. Such contribution shall be made only to the extent permitted by law for deferrals.

(c) **JUSTICE COURT JUDGES. (Repealed by Ordinance 3953)**

(1) **Salary.** Effective July 1, 1989, Justice Court judges, including any Justice Court judge who, after the effective date of this ordinance, is appointed to a vacancy to serve the balance of a current term, shall receive a salary in accordance with California Government Code § 68202.5. Justice Court judges of the Bear Valley, Crest Forest, and Needles/Calzona Justice Courts in office as of the time this ordinance takes effect shall receive fifty-eight percent (58%) of the salary of a Municipal Court judge or the salary set by Government Code §68202.5, whichever is greater, until the earlier of the expiration of their current term or their termination of service as said Justice Court judge. The judge of the Trona Justice Court in office as of the effective date of this ordinance shall receive the fiat annual salary of five thousand one hundred forty-six and 50/100 dollars (\$5,146.50) adjusted by the same percentage as any future salary increases of judges of a Municipal Court or the salary set by Government Code §68202.5,

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whichever is greater, until the earlier of the expiration of his or her current term or his or her termination of service as said Justice Court judge.

(2) Benefits.

(A) Travel Expense. Justice Court Judges shall receive reimbursement for use of private vehicle or aircraft as provided for employees in the Exempt Group, Section 13.0613(h), which shall be at the same rate as provided to general County employees. The Judge of the Trona Justice Court will be entitled to reimbursement for mileage traveled between the Judge's personal residence and the Trona Court, and in addition, shall receive reimbursement for lodging and meals in Trona and enroute to and from Trona, when necessitated by court business. The rate of reimbursement for travel expense (mileage, lodging, and meals) shall be in accordance with the provisions of Section 13.0613(h). All other Justice Court Judges shall be reimbursed for mileage, lodging, and meals pursuant to the same rates and conditions as provided for Exempt employees in Section 13.0613(h).

Except as may be otherwise provided by State law, Justice Court Judges shall also receive the following benefits:

(B) Effective August 12, 1989, Judges of the Bear Valley, Crest Forest and Needles/Calzona Courts shall receive Group B Benefits of the Exempt Employee Benefit Plan and Retirement System Contributions as provided under Section 13.0613(i). The judge of the Trona Court shall, effective August 12, 1989, receive the Benefit Plan in the same amount and under the same conditions as provided to Exempt employees under Section 13.0613(i)(1).

(C) Life Insurance. The County will pay the premium for a term life insurance policy for an amount the same as that provided Exempt employees in Section 13.0613(d)(2).

(D) Accidental Death and Dismemberment Insurance. This benefit is available through payroll deductions in the same manner as for Management Unit employees.

(E) Effective November 27, 1993, subject to carrier requirements, the County will pay the premiums for vision care insurance for eligible Justice Court Judges and their dependents.

(F) Effective November 27, 1993, the County will match biweekly contributions of Justice Court Judges to the County's Section 457 Deferred Compensation Plan up to three percent (3%) of a Judge's biweekly salary.

(G) No benefits except as enumerated above shall be provided to Justice Court Judges.

(d) DEPUTY MARSHAL-CONSTABLES. (Repealed by Ordinance 3953)

Effective February 28, 1995, all Constables except the Trona Constable shall be reclassified as Deputy Marshal-Constables. Effective February 28, 1995, the Trona Constable shall be reclassified as Trona Deputy Marshal-Constable.

(1) Wages.

	Effective 06/13/93	Effective 04/01/95	Effective 10/14/95
Trona Deputy Marshal-Constable	\$12,784 Per Annum	\$13,168 Per Annum	\$13,563 Per Annum
All Others Deputy Marshal-Constables	Range R19	Range S19	Range T19

(2) Benefits.

(A) All Deputy Marshal-Constables, except the Trona Deputy Marshal-Constable, shall receive the same Benefit Plan and Retirement System Contribution benefits that are provided to employees in the County Safety Unit. The Trona Deputy Marshal-Constable shall receive the same Benefit Plan provided to employees in the County Safety Unit. All Deputy Marshal-Constables shall receive the same long-term disability benefits as provided to Safety Unit employees.

(B) Life Insurance. The County will continue to pay the premium for a twenty-five thousand dollar (\$25,000) term life insurance policy for each Constable in office on July 2, 1977. Deputy Marshal-Constables who first hold office after July 2, 1977, will not be entitled to this benefit.

(C) Expense Reimbursement. Expense reimbursement shall be provided pursuant to the same rates and conditions as provided for Exempt employees in Subsection 13.0613(h).

(e) A County employee in a regular County position becoming an elected official of San Bernardino County shall be compensated, at the time of termination from regular employment to assume elected status, for unused vacation, holidays, and sick leave conversion, if eligible. Should such an elected official return to County employment in a regular position, such employee shall be treated as a new employee and receive a new benefit date except as hereinafter provided. A person that has served as an elected official of the County and who returns or has returned to County employment in a regular position within ninety (90) days after leaving an elected office of the County, shall be entitled for purposes of vacation accrual rates to count all prior County employment, including the time as an elected official of the County. The effective date of any vacation accrual rate adjustment shall not precede the effective date of this amendment.

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(f) **SALARY ADJUSTMENTS.** Pursuant to Section 1 of Article VI of the County Charter, the annual salaries of elected county officials covered by Section 13.0614(a), excepting that of Superintendent of County Schools, shall be set by, but shall never exceed, the average of the salaries paid corresponding officials in the following California counties: Riverside, Kern, San Diego, Orange, and Ventura. The salaries shall be computed each year on December 1 as follows: 100% of the average; provided, however, regardless of the amount of increase in the average salaries from the other counties, no increase shall exceed 4% of the annual salary of the elected official unless submitted to and approved by the voters of the county at a county-wide election. Where no comparable offices exist in a majority of the named counties, the salary of the office shall be adjusted by the average of the percentage adjustments of the other county officials governed by this section.

The County's Assistant Administrative Officer for Human Resources shall conduct an annual survey of salaries in effect for December 1st of each year for elected officials in the counties mentioned in the preceding paragraph and report to the Auditor/Controller-Recorder and the Board of Supervisors concerning appropriate salary adjustment to be implemented pursuant to this section and as required by Section 1 of Article VI of the County Charter. The Auditor/Controller-Recorder shall implement any required adjustments effective December 1st of each year based on the report of the Assistant Administrative Officer for Human Resources.

Amended Ordinance 3845 (2002); Subsection 13.0614(c) and (d) repealed by Ordinance 3953 (2005);

13.0615 Repealed by Ordinance 3762

13.0616 Sheriff's Station Officer.

(a) ESTABLISHMENT OF CLASSIFICATION.

(1) Effective April 19, 2003, the class of Sheriff's Station Officer shall be established. Said class shall be recurrent employees and serve in the Unclassified Service. Sheriff's Station Officers are general employees who shall provide assistance to peace officers in searching, escorting and observing female prisoners at remote Sheriff's stations where there are no female deputies available. In addition, they may perform other related duties, including but not limited to booking and fingerprinting inmates.

(b) WAGES.

(1) Effective April 19, 2003 Sheriff's Station Officers shall be compensated at range 22, step 11.

(c) WORKING CONDITIONS.

The following working conditions shall be applicable to all employees covered by this section.

(1) **Overtime.** Sheriff's Station Officers shall be paid at one and one-half (1½) times their regular rate of pay for hours worked over forty (40) hours per work week. Work week shall be defined as 12:01 a.m. each Saturday and end at 12:00 a.m. midnight the following Friday.

(2) **PST Deferred Compensation Plan.** Employees covered by this section shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. The employee shall contribute five percent (5%) of employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms provided by the Personnel Division Chief, Employee Benefits and Services.

Repealed by Ordinance 3749 (1999); Added by Ordinance 3887 (2003)

13.0617 Internships, Residents and Externships.

(a) Residents Effective 6/25/94

Resident I	\$31,535 per annum
Resident II	\$36,435 per annum
Resident III	\$41,114 per annum

(b) Trainees Effective 01/11/92 Effective 06/27/92

***Certified Registered Nurse

Anesthetist Trainee I	\$1,100/per month	
Anesthetist Trainee II	\$1,200/per month	
Laboratory Trainee	\$825/per month	\$858/per month
Laboratory Trainee II	\$973/per month	\$1,1012/per month
**Radiology		
Trainee I	\$218/per month	\$227/per month
Trainee II	\$385/per month	\$400/per month

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(c) Externs

Effective 06/30/90

\$100 per mo.

Effective December 28, 1991, County shall also provide for the trainees set forth in subsection (b) up to an amount equal to the employee-only cost of the lowest cost health and lowest cost dental plans provided by the County.

*Effective January 11, 1992, Radiology Trainee II shall be compensated at seven dollars and fifty cents (\$7.50) per hour for time worked in excess of the required eighty (80) hours per pay period on-the-job training. Effective June 27, 1992, said rate shall be seven dollars and eighty cents (\$7.80) per hour.

**Effective May 18, 1992, Radiology Trainee I shall be compensated at six dollars and fifty cents (\$6.50) per hour for time worked in excess of the required eighty (80) hours per pay period on-the-job training. Effective June 27, 1992, said rate shall be six dollars and eighty cents (\$6.80) per hour.

***Certified Registered Nurse Anesthetists entering the program on or after September 1, 1996, shall not receive any stipend.

13.0617a Sheriff's Trainees.

Effective July 3, 1999, Sheriff's Trainees shall be paid at the rate of \$14.22 per hour. Effective February 24, 2001, the following salary range will be established:

Effective date	1	2	3	4	5
2/24/01	\$15.45	\$15.84	\$16.23	\$16.64	\$17.05

Effective June 30, 2001, the following salary range will be effective:

Effective date	1	2	3	4	5
6/30/01	\$16.38	\$16.79	\$17.20	\$17.63	\$18.07

Effective June 29, 2002, the following salary range will be effective

Effective date	1	2	3	4	5
6/29/02	\$17.20	\$17.63	\$18.07	\$18.52	\$18.98

Except as provided herein, incumbents shall be hired at step 1. The Sheriff may hire Sheriff's Trainees at a higher step if justified by recruitment needs. Sheriff Trainees shall not receive step advancements.

Sheriff's Trainees shall receive the same benefit plan, retirement system contributions, uniform allowance, long-term disability insurance, sick leave and annual leave benefits as provided to County's Deputy Sheriff I classification. Sheriff's Trainees as nonsworn employees shall not be eligible for benefits under Labor Code section 4850 and shall be general members of the County's 1937 Act Retirement System.

The classification of Sheriff's Trainee shall be a trainee classification in which employees remain in probationary status for the duration of such employment and employees who are not promoted to Deputy Sheriff I shall be terminated. Sheriff's Trainees who successfully complete the Sheriff's Academy shall be promoted to Deputy Sheriff I in accordance with section 13.0611(k). Time spent as a Sheriff's Trainee shall not count toward the twenty-six (26) pay period probationary period required for the classification of Deputy Sheriff I.

Amended Ordinance 3816 (2001)

13.0617b Repealed by Ordinance 3599 (1995)

13.0617c Student Intern Wages and Working Conditions.

(a) WAGES.

The following classes are hereby established: Student Intern and Graduate Student Intern. Student Interns shall be compensated at salary range 17 and Graduate Student Interns shall be compensated at salary range 25. Student Interns and Graduate Student Interns shall receive step advances in the same manner as employees in the

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administrative services unit except that there shall be no right to review or appeal. Advanced step placement may be approved by the Director of Human Resources.

(b) WORKING CONDITIONS.

(1) PST Deferred Compensation Plan. Employees covered by this section shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. The employee shall contribute five percent (5%) of employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms provided by the Chief of Employee Benefits and Services.

(2) Employees covered by this section shall be paid at one and one-half times their regular rate of pay for hours worked over forty (40) hours per work week.

(3) Unclassified Service. Employees covered by this section are in the Unclassified Service.

(Amended Ordinance 3894, July 2003)

13.0617d Repealed by Ordinance 3749 (1999)

13.0617e Court Reporters.

(a) WAGES. Pursuant to Government Code section 68114.8, salaries for court reporters and pro-tem court reporters are established by a majority of the judges of the Superior Court.

(b) BENEFITS.

(1) Court Reporters shall receive the benefits comparable to employees covered by County's Technical and Inspection Unit Memorandum of Understanding.

(2) Court Reporters Pro-Tern shall not receive any benefits.

Amended Ordinance 3749 (1999)

13.0617f Student Nurses

(a) WAGES.

Student Nurse 22

Salary Range

(b) WORKING CONDITIONS. The student nurse classification is for training purposes, and the class is in the Unclassified Service. The Salary Rates and Step Advancement provisions applicable to the Craft, Labor and Trades Unit shall also apply to Student Nurses. Student nurses shall be compensated on an hourly rate basis only for hours actually worked and shall receive no other compensation or benefit. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period, except that with mutual consent of the appointing authority, student nurses may define overtime as hours worked over eight (8) in one day, or eighty (80) in a fourteen-day (14-day) work period. Any student nurse authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay.

Amended Ordinance 3845 (2002);

13.0617g Repealed by Ordinance 3749 (1999)

13.0617h Per Diem Nursing Compensation

(a) WAGES.

(1) Registered Nurse - Per Diem

(A) Effective May 17, 2003, the following classes shall be established: Interim Permit Nurse – Per Diem, Registered Nurse I – Per Diem, Registered Nurse II – Per Diem, ARMC Float Pool Nurse – Per Diem, and ARMC Relief Nurse Supervisor. Employees who are authorized to work as an Interim Permit

Nurse shall start at the Interim Permit Nurse level and will be promoted to Registered Nurse I upon receiving their licensure with the State of California Board of Registered Nursing. Employees with less than one year (2080 hrs) of experience as a Registered Nurse shall start at the Registered Nurse I - Per Diem level. After obtaining one year (2080 hrs.) of experience as a Registered Nurse, the employee shall advance to the Registered Nurse II - Per Diem level. Advancement to the II level shall be effective the pay period after obtaining one year (2080 hrs.) of experience. All employees who have one year or more of experience as a Registered Nurse shall be hired at the Registered Nurse II - Per Diem level.

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ARMC Float Pool Nurse - Per Diem will be assigned to the Float Pool and will be routinely assigned to different units at ARMC on an as needed basis. To be eligible to be considered for ARMC Float Pool Nurse - Per Diem, the Registered Nurse must be competent, qualified, and have the required certifications to work in a minimum of ten (10) of the following distinct hospital units: MICU, SICU, NICU, PACU, Burn, Medical/Surgical, Telemetry, Pediatrics, Newborn/Nursery, Post Partum, Labor and Delivery, Orthopedics, Geriatrics, Oncology, Detention, Renal, Medical Imaging, Rapid Admissions, Trauma, Operating Room, Emergency, Behavioral Health Adult, Behavioral Health Children and Behavioral Health Triage. An employee cannot be hired by ARMC as a Registered Nurse II - Per Diem and a Float Pool Nurse Per Diem concurrently. If a per diem nurse at ARMC is no longer working out of the Float Pool and routinely changing units, the employee shall be assigned to the class of Registered Nurse Per Diem II.

An ARMC Relief Nurse Supervisor shall possess three years of full-time experience as a Registered Nurse, of which two years must have been as a full scope supervisor over Registered Nurses.

Hourly salary rates for these classes will be as follows:

	Effective 5-17-03	Effective 7-10-04
Interim Permit Nurse	\$ 27.24	\$ 28.06
RN I Per Diem	31.23	32.17
RN II Per Diem	34.13	35.15
Float Pool Per Diem	36.68	37.78
Relief Nurse Supervisor	40.45	41.66

(b) WORKING CONDITIONS.

The following working conditions shall be applicable to all employees covered by this section.

(1) Holidays. Employees covered by this section shall be paid twice the base hourly rate for hours worked on the following holidays:

January 1 st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
July 4 th	December 24 th
First Monday in September	December 25 th
November 11 th	December 31 st

Holiday hours for the purpose of these holidays will begin with the night shift the day before the holiday and end with the evening shift of the day of the holiday.

Time worked on these holidays shall be considered as hours worked for purposes of computing overtime.

(2) Effective May 17, 2003, employees shall be paid at one and one-half (1-1/2) times their regular rate of pay for hours worked over forty (40) hours per work week or for more than 12 hours per day. Work week shall be defined as 12:01 a.m. each Saturday and end at 12:00.m. the following Friday.

(3) Differentials. Employees covered by this section except ARMC Relief Nurse Supervisor shall be eligible for the same differentials as registered nurses in the Professional Unit assigned to the department where the per diem nurse is hired. ARMC Relief Nurse Supervisor shall be eligible for the same differentials as the class of Nurse Supervisor in the Supervisory Unit.

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(4) Return to Work Compensation. Employees covered by this section shall receive the same Return to Work Compensation as employees in the Professional Unit.

(5) PST Deferred Compensation Plan. Employees covered by this section shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. The employee shall contribute five percent (5%) of employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms provided by the Personnel Division Chief, Employee Benefits and Services.

(6) Deferred Compensation. Employees covered by this section may participate in the Section 457(b) Deferred Compensation program administered by County, to the maximum extent provided by law.

(7) Unclassified Service. Employees covered by this section are in the Unclassified Service.
Amended Ordinance 3889 (2003);

13.0617i Judicial Staff Counsel.

(a) Salary. Judicial Staff Counsel are employees of the Court, pursuant to Government Code section 69906 and shall receive salaries as follows:

TITLE	Salary Grade Effective 07/03/99	Salary Grade Effective 07/01/00	Salary Grade Effective 06/30/01
Judicial Staff Counsel I	58	58	58
Judicial Staff Counsel II	69	69	69
Judicial Staff Counsel III	75	75	75
Supervising Judicial Staff Counsel	79	79	79
Chief of Staff Counsel Services	81	81	81

Step advances for all positions shall be pursuant to section 13.0620.

Promotions from one level to the next level shall be at the discretion of the Superior Court of San Bernardino County.

(b) BENEFITS. Except for overtime, Judicial Staff Counsel I - III shall receive the same economic benefits currently provided to Legal Research Attorneys and shall be applied to the newly established classifications listed in (a). Except for overtime, Supervising Legal Research Attorney and these benefits shall be applied to the newly established classification listed in (a).

13.0617j Juvenile Court Dependency Judge Pro Tem.

(a) SALARY. Juvenile Court Dependency Judges Pro Tem are employees of the Court, pursuant to County Code Section 69906 and shall receive the same salary provided to a Court Commissioner.

(b) BENEFITS. Juvenile Court Dependency Judges Pro Tem shall receive benefit comparability to Exempt Group B (excluding contributions to the Salary Savings Plan).

13.0617k Juvenile Court Officer.

(a) SALARY. Juvenile Court Officers are employees of the Court pursuant to Government Code section 69906 and shall receive salaries as follows:

	Effective 7/3/99	Effective 7/1/00	Effective 6/30/01
Juvenile Court Officer	69	69	69

The salary increase effective in the year 2000 shall be implemented on June 30, 2000, with other court employees.

Step advances for all positions shall be pursuant to section 13.065(a)(36)

(b) BENEFITS. Juvenile Court Officers shall receive the same economic benefits provided to Judicial Staff Counsel, section 13.0617i.

13.0617l Per Diem Licensed Vocational Nurse Compensation.

(a) WAGES.

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(1) Licensed Vocational Nurse - Per Diem

(A) Effective May 17, 2003, the class of Licensed Vocational Nurse – Per Diem shall be established. Employees must have a minimum of two (2) years of licensed vocational nursing experience in an acute care setting, a valid Licensed Vocational Nurse license issued by the State of California, a current Basic Life Support Certificate, and a State of California certificate in IV Therapy and blood withdrawal.

(B) Effective May 17, 2003, the hourly salary rates for Licensed Vocational Nurse – Per Diem shall be \$20.02. Effective July 10, 2004, the hourly salary rate shall be \$20.62.

(b) WORKING CONDITIONS.

The following working conditions shall be applicable to all employees covered by this section.

(1) **Holidays.** Employees covered by this section shall be paid twice the base hourly rate for hours worked on the following holidays:

January 1 st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
July 4 th	December 24 th
First Monday in September	December 25 th
November 11 th	December 31 st

Holiday hours for the purpose of these holidays will begin with the night shift the day before the holiday and end with the evening shift of the day of the holiday.

Time worked on these holidays shall be considered as hours worked for purposes of computing overtime.

(2) **Overtime.** Employees covered by this section shall be paid at one and one-half (1-1/2) times their regular rate of pay for hours worked over forty (40) hours per work week or for more than 12 hours per day. Work week shall be defined as 12:01 a.m.. each Saturday and end at 12:00 a.m. the following Friday.

(3) **Differentials.** Employees covered by this section shall be eligible for the same differentials as the class of Licensed Vocational Nurse II in the Technical and Inspection Unit.

(4) **PST Deferred Compensation Plan.** Employees covered by this section shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. The employee shall contribute five percent (5%) of employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms provided by the Personnel Division Chief, Employee Benefits and Services.

(5) **Deferred Compensation.** Employees covered by this section may participate in the Section 457(b) Deferred Compensation program administered by County, to the maximum extent provided by law.

(6) **Unclassified Service.** Employees covered by this section are in the Unclassified Service.

Added Ordinance 3889 (2003)

13.0618 Boards, Commissions, and Committees.

(a) **Stipend.** Members of the following boards, commissions, and committees shall receive a stipend as indicated:

Civil Service Commission;
Employee Relations Panel;
Local Agency Formation Commission;
Retirement Board;
Planning Commission.....\$100/meeting

(Except that in the event more than one-half day of hearings is scheduled, and a member of the Planning Commission attends for one-half day or less, that member shall receive \$50/meeting and, except further that in the event more than a full day of meetings is scheduled, and a member attends for more than a full day, the member

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shall receive \$150/meeting. For purposes of the previous sentence, a full day shall comprise two of the three periods from the morning, afternoon, or evening of the day in question.)

Affirmative Action Commission.....	\$75/meeting
Assessment Appeals Board.....	\$50/one-half day meeting
	\$100/full-day meeting

(The length of the meeting will be determined by the actual meeting length, not the scheduled length. A full day shall be comprised of both the morning and afternoon of the day in question.)

Employee Relations Committee	
(Public Member – General).....	\$250/day
(Public Member – Safety).....	\$550/day

Equal Employment Opportunity Council and Regional Parks Advisory Commission.....	\$50/meeting
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Airport Commission; Economic and Community Development Commission; Fish and Game Commission; Museum Commission; IHSS Advisory Committee, including alternates.....	\$30/meeting
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AMENDED ORDINANCE 3819 (2001)

(b) EXPENSES.

(1) Mileage -- Except as otherwise provided by Federal, State or local regulations, members of boards, commissions and committees shall be reimbursed for private automobile mileage incurred in attending called meetings at the rates approved for exempt employees. All travel which is twenty (20) miles or less round trip from a member's home shall not be reimbursed. If the round trip exceeds twenty (20) miles, then all mileage is reimbursable as provided herein.

(2) Meals -- Except as otherwise provided by Federal, State or local regulations, members of boards, commissions and committees who receive a per meeting stipend shall not be reimbursed for the cost of meals. The following commissions shall receive reimbursement for meals while attending called meetings in accordance with the procedures approved for exempt employees:

Adult Detention Advisory Committee	Food Advisory Committee
Commission on the Status of Women	Medical Advisory Board
Emergency Medical Care Committee	Refuse Disposal Advisory Committee
Fly Control Action Committee	Senior Affairs Commission
Flood Control Benefit Assessment	Traffic Committee
Advisory Committee	Water Hygiene Standards Committee

(3) Conference Cost -- Except as otherwise provided by Federal, State or local regulations, members of boards, commissions and committees who attend annual or special conferences, seminars, meetings of professional organizations, or other meetings not classified as regular or specific board meetings, with the prior approval of the Board of Supervisors, shall be reimbursed for their expenses in the same manner as exempt employees, but they shall not be paid a stipend for such meetings, conferences, etc.

(4) Travel and Subsistence -- Members of boards, commissions and committees may be reimbursed for approved travel and subsistence while on authorized board, commission or committee business. Said reimbursements shall be in accordance with the established rates for Exempt Group employees provided in Section 13.0613(a)(8), and Section 13.0652, Expense Reimbursement, of this chapter.

(5) All reimbursement of expenses for boards, commissions and committees appointed by the Board of Supervisors shall comply with the provisions of subsection 13.0613(h)(2) in addition to the provisions of this section.

(c) **PUBLIC EMPLOYEE REPRESENTATIVES.** All members of commissions, committees, and boards appointed by the Board of Supervisors who are regular employees of the County or other public agency shall not receive a stipend for serving on such boards if they are otherwise compensated for their use of such time by the public entity.

(d) **LISTS OF MEMBERS.** The Clerk of the Board shall maintain listings of all commissions, committees, and boards, and of all members of such bodies. New commissions and committees being formed may not be created without specific provisions for stipends, expense reimbursements, and related policies.

(e) SPECIAL DISTRICT, COUNTY SERVICE AREA AND MUNICIPAL ADVISORY COMMISSIONS.

(1) Stipend -- Each member shall receive a stipend of twenty-five dollars (\$25) per quarter provided a member attends at least one meeting during the quarter (quarters are: July-September; October-December; January-

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March; April-June). Commissioners shall not receive a stipend if the districts they serve do not have a total aggregate budget for expenditures of more than ten thousand dollars (\$10,000).

(2) Mileage -- Except as otherwise provided by Federal, State or local regulations, commissioners shall be reimbursed for private automobile mileage incurred in attending called meetings at the rates approved for exempt employees. All travel which is twenty (20) miles or less round trip from a member's home shall not be reimbursed. If the round trip exceeds twenty (20) miles, then all mileage is reimbursable as provided herein.

(3) Meals -- Except as otherwise provided by Federal, State or local regulations, commissioners shall not be reimbursed for meals.

(4) Conference Cost -- Except as otherwise provided by Federal, State or local regulations, commissioners who attend annual or special conferences, seminars, meetings of professional organizations, or other meetings not classified as regular or specific board meetings, with the prior approval of the Board of Supervisors, shall be reimbursed for their expenses in the same manner as exempt employees, but they shall not be paid a stipend for such meetings, conferences, etc.

(5) Board Approval -- Payment of stipends and expenses to commissioners shall not become operative until requested by the respective commission and approved by the Board of Supervisors in advance of incurring expenses, which approval shall continue until rescinded by the Board of Supervisors.

(6) Travel and Subsistence -- Members of Special District, County Service Area and Municipal Advisory Commissions may be reimbursed for approved travel and subsistence while on authorized commission business. Said reimbursements shall be in accordance with the established rates for Exempt Group employees provided in Section 13.0613(a)(8), and Section 13.0652, Expense Reimbursement, of this chapter.

(f) SPECIAL FUND ACTIVITIES.

(1) Municipal Advisory Commissions not funded by Special Districts shall not receive stipend or expense payments.

(2) Citizen Participation Advisory Committees.

(A) Mileage -- Except as otherwise provided by Federal, State or local regulations, committee members shall be reimbursed for private automobile mileage incurred in attending called meetings at the rates approved for exempt employees. All travel which is twenty (20) miles or less round trip from a member's home shall not be reimbursed. If the round trip exceeds twenty (20) miles, then all mileage is reimbursable as provided herein.

(B) Meals -- Committee members shall not be reimbursed for meal expenses; however, meals for members may be paid for by the County when such meals are arranged by the County.

(C) Conference Cost -- Except as otherwise provided by Federal, State or local regulations, committee members who attend annual or special conferences, seminars, meetings of professional organizations, or other meetings not classified as regular or specific board meetings, with the prior approval of the Board of Supervisors, shall be reimbursed for their expenses in the same manner as exempt employees.

(D) Stipends -- Members of Citizen Participation Advisory Committees shall receive no stipend.

(3) Flood Control Zone Advisory Commissions.

(A) Mileage -- Except as otherwise provided by Federal, State or local regulations, commissioners shall be reimbursed for private automobile mileage incurred in attending called meetings at the rates approved for exempt employees. All travel which is twenty (20) miles or less round trip from a member's home shall not be reimbursed. If the round trip exceeds twenty (20) miles, then all mileage is reimbursable as provided herein.

(B) Meals -- Commissioners shall not be reimbursed for meal expenses; however, meals for members may be paid for by the County when such meals are arranged by the County.

(C) Conference Cost -- Except as otherwise provided by Federal, State or local regulations, commissioners who attend annual or special conferences, seminars, meetings of professional organizations, or other meetings not classified as regular or specific board meetings, with the prior approval of the Board of Supervisors, shall be reimbursed for their expenses in the same manner as exempt employees.

(D) Stipends -- Members of Flood Control Zone Advisory Commissions shall receive no stipend.

(4) Mental Health Advisory Board.

Members of the local Mental Health Advisory Board shall be reimbursed from the local Mental Health budget for the actual and necessary expenses they incur incident to the performance of their official duties and functions. Such expenses shall include travel, lodging, and meals for the members while on official business as approved by the Director of Mental Health for in-County travel and the Board of Supervisors for out-of-County travel. Reimbursement for expenses shall not exceed rates allotted to exempt employees as set forth in the County Code, and the procedures providing for reimbursement shall be the same as those established for exempt employees.

Amended Ordinance 3971 (2006);

13.0619 Special Service Fees.

(a) ELECTION WORKERS AND POLLING PLACES.

Inspectors	\$135.00/day
Clerks	\$100.00/day
Bilingual Differential.....	\$10.00/day
Training Classes	\$15.00/class
Polling Places	\$50.00/day/precinct, limit of 3 precincts

(b) JUDICIARY FEES.

Grand Jury	\$25.00 per meeting
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Hearing Officer	plus expenses per agreement
Jurors	\$5.00/day
Public Administrator	
Attorney's Fees	Set by State Law
Witness Fees	Set by State Law

Amended Ordinance 3558 (1993); Amended Ordinance 3957 (2005)

13.0620 Salary Rates and Step Advancements.

New employees shall be hired at the "A" step of the established base salary range except as otherwise provided in this section. Variable entrance steps may be established if justified by recruitment needs through the "C" step with the approval of the Director of Human Resources or designee and through the "E" step with the approval of the County Administrative Officer or designee.

Except for promotions, all step advancements shall be based upon two (2) step increments in the base salary range except in those cases in which movement to the "E" (or final) step requires only a one (1) step increment.

Within the base salary range, all step advancements will be made at the beginning of a pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the appointing authority recommendation.

Advancement to the "B" (or next) step shall be contingent upon the completion of thirteen (13) pay periods of satisfactory work performance on the "A", (or hire) step. Advancement to the "C" (or next) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "B" (or second) step. Advancement to the "D" (or next) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "C" (or third) step. Advancement to the "E" (or final) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "D" (or fourth) step.

As defined in this section, thirteen (13) pay periods shall be equal to one thousand forty (1,040) regularly scheduled hours worked; twenty (20) pay periods shall be equal to one thousand six hundred (1,600) regularly scheduled hours worked; and twenty-six (26) pay periods shall be equal to two thousand eighty (2,080) regularly scheduled hours worked.

An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in Section 13.0621, "Merit Advancements." The time required for step advancement shall be extended by any time spent on leave without pay which exceeds forty (40) hours in any pay period. The Director of Human Resources may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any salary inequity. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

Effective December 21, 1996, employees who have completed three years (78 pay periods) on the E step of their current classifications shall be placed on a step (designated as step F1) calculated as two and one-half percent (2-1/2%) above the E step of the pay range approved for their classification. Employees who have at that time been paid on the "E" step for less than 78 pay periods, and employees who subsequently advance to the "E" step shall advance to the "F1" step as soon as they complete a total of 78 pay periods on the "E" step.

Effective December 20, 1997, employees who have completed six years (156 pay periods) on the "E" and "F1" steps combined of their current classifications shall be placed on a step (designated as step F2) calculated as two and one-half percent (2-1/2%) above the F1 step of the pay range approved for their classification. Employees who have at that time been paid on the D and F1 steps for less than 156 pay periods and employees who subsequently advance to the E step shall advance to the F2 step as soon as they complete a total of 156 pay periods on the E and F1 steps.

Time at the E-step in the previously held classification will be credited towards the F1 or F2 step in those instances of job change, and promotions and reclassifications from E-step to E-step. The Director of Human Resources or designee may authorize credit for time at the E-step in the previously held classification in instances of demotion, layoff, or other special circumstances.

13.0621 Merit Advancements.

(a) The Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within sixty (60) work days prior to the employee's step advance benefit date for an employees not receiving the top step of their salary range. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or "Exceeds job Standards." The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than thirty (30) work days prior to the employee's receipt of the work performance evaluation. The regular status employee evaluated overall as not meeting job standards, shall not receive the step advance, except as provided herein.

(b) If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.

(c) In cases where no work performance evaluation is filed, an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) work days. If the employee is rated as "Meets

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Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.

(d) A denied step advancement can be granted following any sequence of a thirty (30) day review period of the employee's performance. If a supervisor has failed to give the thirty (30) work day notice of inadequate work performance prior to step denial, the employee's performance must be evaluated within thirty (30) work days after the step would have been due. If this rating is meets job standards or above, the step advance will be granted effective the original due date. If the supervisor fails to evaluate the employee within thirty (30) days after the step due date, the employee will be deemed to be evaluated as meets job standards, and the employee shall be granted the step advance effective the original step due date.

(e) Any dispute arising out of the content of a work performance evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" may be processed in accordance with the appeal procedure in the Personnel Rules.

(f) The performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

The Merit Advancement provisions of the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units. This section does not apply to the Exempt Group.

13.0622 Benefit Date.

For the purposes of step raises, vacation, and sick leave, the benefit date is defined as follows for each employee.

(a) If the first working day of the pay period is worked, then the benefit date will be the first day of that pay period.

(b) If the employee started any time after the first working day of the pay period, then the benefit date will be the first working day of the following pay period.

(c) The benefit date of an employee who is absent without approved leave may be adjusted accordingly.

13.0623 Pay Period.

A pay period shall be comprised of fourteen (14) calendar days. The first pay period shall commence at 12:01 a.m., June 24, 1995, and shall end at 12:00 a.m. (midnight, on the second Friday thereafter, Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.

The Pay Period provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0624 Standard Tour of Duty.

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes they shall notify the affected employee(s) and SBPEA indicating the proposed change prior to its implementation. Any such modifications or changes may be implemented until each affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. When such modification or change would affect the standard tour of duty of a significant number of employees, it must be approved by the Director of Human Resources. The phrase "significant number" shall mean: (a) a majority of the employees in a Unit; (b) a majority of employees within a department, division, or work unit; or (c) all of the employees within a specific classification.

When a change would affect a significant number of employees and SBPEA requests to meet and confer regarding the impact of the change on employees, the first step, within two (2) weeks of the notification of change, shall be to convene a standard tour of duty committee to reach consensus on the schedule change.

The appointing authority shall determine the number of members for this committee, with equal numbers appointed by the department and SBPEA. Additionally, the Committee shall include voting representatives, one each, from the Human Resources Department Employee Relations Division as designated by the Division Chief and from SBPEA staff as designated by the General Manager. The consensus decision process requires all members of the committee to reach a final agreement. If after thirty (30) days, the committee has not reached a consensus agreement, the public member shall meet with the parties and within another thirty (30) days complete the meet and confer process, first utilizing mediation and finally issuing an advisory arbitration recommendation if necessary.

13.0625 Time and Attendance Reports.

Time and Attendance Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Attendance Report whenever said report is submitted without the employee's signature.

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Payroll clerks who handle Time and Attendance Reports shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Attendance Report. If time does not allow for this procedure because of the Auditor's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this chapter, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The County reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Attendance Reports by the employee, the employee shall hold harmless the County for any delays in warrant processing.

13.0626 Job Sharing.

The County will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Whenever possible, job sharing will be encouraged to minimize the impact of a layoff. Jobs may be shared on an hourly or daily basis, provided that one employee works more than forty (40) hours per pay period. The employee who works less than forty (40) hours per pay period shall not be eligible to receive any benefits under a Benefit Plan, or for which the County pays an insurance premium or membership in the retirement system. All other benefits for job sharing employees shall be as provided in the appropriate section. Each employee shall be notified in writing by the appointing authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

The Job Sharing provision for the Exempt Group is included in the Working Conditions for that group.

Employees of the Safety Unit and the Safety Management and Supervisory Unit are not eligible for Job Sharing.

13.0627 Dual Appointments.

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Assistant Administrative Officer for Personnel to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status. The most recently hired employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled.

The Dual Appointments provisions for the Safety Unit and Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0628 Extra-Help Employment.

An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak work loads; emergency extra work loads of limited duration; necessary vacation, holiday or sick leave relief; and, other situations involving a fluctuating staff.

Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Code or required by law. Extra-help employees' salary at time of appointment and step advancements shall be limited to a maximum of the "C" step of the appropriate base salary range based upon completed pay periods and satisfactory service; provided, however, that regular employees appointed to an extra-help position of the same classification shall be compensated at the same step in the extra-help position as they are in their regular position. Exceptions may be made subject to the approval of the Director of Human Resources.

Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Director of Human Resources, an employee in a regular position may choose to work in an extra-help capacity for the same or another appointing authority and be compensated as such pursuant to this section.

Effective July 1, 1991, extra-help employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Personnel Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

The Extra Help provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0629 Recurrent Employment.

A recurrent appointment shall mean an appointment which is made for an indefinite period of time to provide for on-call staffing needs. Recurrent employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided or required by law. Recurrent employees' salary at time of appointment and step advancements shall be limited to a maximum of the "C" step of the appropriate base salary range based upon completed pay periods and satisfactory service; provided, however, that regular employees appointed to a recurrent

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position of the same classification shall be compensated at the same step in the recurrent position as they are in their regular position. Exceptions may be made subject to the approval of the Director of Human Resources.

Recurrent employees shall accrue up to eighty (80) hours vacation time annually on a pro rata basis, provided thirty-two (32) or more hours are actually worked per pay period. Such vacation allowance shall be available for use on the first day following the payroll period in which it is earned, provided that the employee has previously worked a total of 1,040 hours or more.

Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Director of Human Resources, an employee in a regular position may choose to work in a recurrent capacity for the same or another appointing authority and be compensated as such pursuant to this section, except for any vacation entitlement.

Effective July 1, 1991, recurrent employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the County shall contribute an amount equal to 2.5% of the employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Personnel Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

13.0630 Deleted by Ordinance 2860.

13.0631 Legal Service Classification.

- (a) Application. This section shall apply to all Deputy District Attorney and Deputy Public Defender positions.
- (b) Service. The term "service" means service which the appointing authority finds to be "good" or "superior" in work performance and conduct.
- (c) Hiring. With the approval of the County Administrative Officer, experienced attorneys may be hired in a classification and at a variable entrance rate commensurate with demonstrated experience, ability, and the needs of the County. Attorneys without experience may be hired as Deputy I's at the appropriate entrance step of the applicable salary range as shown in Section 13.064.
- (d) Deputy I. Upon completion of thirteen (13) pay periods of service, an attorney holding a Deputy I position shall be advanced to the next step within the applicable salary range. After an additional thirteen (13) pay periods of service, such deputy shall be promoted to a Deputy II classification. The Deputy shall be terminated if it is found that such promotion is not merited. An attorney hired as a Deputy I at some step other than the "A" step because of experience, ability, or needs of the County may, after thirteen (13) pay periods of service, be promoted to a Deputy II classification upon the recommendation of the appointing authority.
- (e) Deputy II. After a period of not less than thirteen (13) pay periods nor more than twenty-six (26) pay periods of service in a Deputy II classification, an attorney shall be advanced from the "A" step to the "B" step of such classification. After a period of not less than thirteen (13) pay periods nor more than twenty-six (26) pay periods on the "B" step, the Deputy shall be advanced to the "C" step. After a period of not less than thirteen (13) pay periods nor more than twenty-six (26) pay periods on the "C" step, the Deputy shall be promoted to a Deputy III classification, or the Deputy shall be terminated if it is found that such promotion is not merited after twenty-six (26) pay periods on the "C" step.
- (f) Deputy III. After a period of not less than thirteen (13) pay periods nor more than twenty-six (26) pay periods of service in a Deputy III classification, an attorney shall be advanced from the "A" step to the "B" step of such classification. After a like period of service on the "B" step, the Deputy shall be advanced to the "C" step. After a period of not less than thirteen (13) pay periods nor more than twenty-six (26) pay periods of service on the "C" step, an attorney shall be promoted to a Deputy IV classification, commencing on the "C" step of the applicable salary range.
- (g) Deputy IV. After a period of not less than thirteen (13) pay periods nor more than twenty-six (26) pay periods of service on the "C" step of the salary range applicable to the Deputy IV classification, an attorney shall be advanced to the "D" step. After a like period of service on the "D" step, the Deputy shall be advanced to the "E" step.
- (h) An attorney hired as a new employee in a Deputy III or Deputy IV classification shall serve a combined probationary and training period of twenty-six (26) pay periods. Those promoted to Deputy III from Deputy II or to Deputy IV from Deputy III, shall immediately acquire regular status in the higher classification.
- (i) Exceptional Service. An additional two (2) range increase or an additional four (4) range increase in salary may be paid to attorneys for outstanding ability or work for a period not to exceed twenty-six (26) pay periods if such increase is: (1) jointly recommended by the appointing authority and the County Administrative Officer; and (2) approved by the Board of Supervisors. Such additional compensation may be renewed each year and shall be designated Exceptional Service Compensation.
- (j) Removal from Operation of Section. Upon request of the appointing authority and the approval of the Civil Service Commission, an attorney may be removed from the operation of this section.
- (k) The County Counsel Paralegal classification shall serve a probationary period of twenty-six (26) .pay periods.

13.0632 Bilingual Differential.

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(a) Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars (\$12) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.

(b) Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three levels of competency certification solely determined and administered by Human Resources: verbal skill level, written skill level, and technical skill level. Compensation per pay period shall be as follows: verbal skill level at thirty dollars (\$30) per pay period, written skill level at thirty-five dollars (\$35) per pay period, and technical skill level at forty dollars (\$40) per pay period, effective October 5, 1991.

(c) The Bilingual Compensation provisions for the Safety Unit are included in the Working Conditions for that unit.

(d) Employees of the Management Unit, Safety Management and Supervisory Unit, and the Exempt Group are not eligible for Bilingual Differential.

(e) The classification of Court Interpreter is exempt from provisions of this Section.

13.0633 Return-To-Work Compensation.

(a) **PURPOSE.** Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation covered by this section: on-call; standby; and call-back. Assignment and approval of return to work compensation shall be made by the appointing authority or designee based upon the needs of the service.

(b) ON-CALL COMPENSATION.

(1) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.

(2) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the appointing authority or designee.

(3) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.

(4) On-call duty shall be compensated at the rate of three dollars and twenty-five center (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.

(5) The employee shall not receive on-call compensation once the employee begins work.

(c) STANDBY COMPENSATION.

(1) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.

(2) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the appointing authority or designee.

(3) For employees in the Professional and Supervisory Units, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in the Professional and Supervisory Units, standby duty shall not count as hours worked.

(4) For employees in the Administrative Services, Clerical, Craft, Labor and Trades, and Technical and Inspection Units, standby pay shall be compensated at minimum wage as provided by state or federal law for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$10 per hour, works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$10 (base salary rate)	=	400.00
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20 hours x \$ 4.25 (minimum wage)	=	85.00
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\$485.00

\$485 divided by 60 hours worked (regular rate of pay)	=	\$8.08
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\$8.08 x 1-1/2 (overtime rate)	=	\$12.12
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Pay would be:

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40 hours x \$8.08 (regular rate of pay)	=	\$323.20
20 hours x \$12.12 (overtime rate)		<u>242.40</u>
	TOTAL PAY	\$565.60

(5) The employee shall not receive standby compensation once the employee begins work.

(d) CALL-BACK COMPENSATION

(1) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.

(2) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the section on "Overtime."

(3) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the section on "Overtime."

13.0634 Repealed by Ordinance 3679.

13.0635 Repealed by Ordinance 3679.

13.0636 Accidental Death and Dismemberment Insurance.

Any employee may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

Employee Coverage	Dependent Coverage	
	Spouse Only	Spouse and Each Child
\$ 10,000	12,500	20,000
25,000	25,000	40,000
50,000	50,000	60,000
100,000	75,000	80,000
150,000	100,000	100,000
200,000	125,000	500
250,000	4,000	1,250
5,000	10,000	2,500

The County will provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of thirteen (13) pay periods of satisfactory service.

NOTE: Employees eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

The Safety Unit and the Safety Management and Supervisory Unit are not eligible for this benefit.

13.0637 Rest Periods.

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty

After 3 hours and through 6 hours
After 6 hours and through 8 hours
After 8 hours and through 10 hours
After 10 hours

No. and Limit of Rest Period

One - 15-Minute Rest Period
Two - 15-Minute Rest Periods
Two - 20-Minute Rest Periods
One - 25-Minute Rest Period
and
One - 20-Minute Rest Period

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The Rest Periods provision does not apply to the Management Unit, Safety Unit, Safety Management and Supervisory Unit or the Exempt Group.

13.0638 Meal Periods.

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

The Meal Periods provision does not apply to the Management Unit, Safety Unit, Safety Management and Supervisory Unit or the Exempt Group.

13.0639 Deleted by Ordinance 2860.

13.0640 Leave Provisions.

Employees in the Professional and Professional Preparatory, Supervisory, Management, and Administrative Services Units shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day.

(a) SICK LEAVE.

(1) Definition. Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment.

In addition, a maximum of forty (40) hours earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the employee. A maximum of twenty-four (24) hours earned sick leave per fiscal year may be used for attendance upon the members of the employee's immediate family residing in the employee's household who require the attention of the employee. Immediate family is defined as spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein. A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per fiscal year for the birth of his child.

(2) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of eighty-eight (88) hours per year, or 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided, however, that an employee must have completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit date. There shall be no limit on sick leave accumulation. The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis.

(3) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this agreement.

(4) Administration.

(A) Investigation. It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Assistant Administrative Officer for Personnel.

(B) Notice of Sickness. In twenty-four (24) hour departments, the appointing authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.

(C) Review. The Assistant Administrative Officer for Personnel may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(D) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(E) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein, will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

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(5) Workers' Compensation. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(6) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (7).

(7) Sick Leave Conversion. Employees who hold regular positions in the County service and are currently members of the San Bernardino County Employees' Retirement Association, shall receive compensation in accordance with the following:

After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this Section in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee.

(8) Perfect Attendance. Employees in regular, full-time positions who do not utilize any sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year), and who do not record any sick leave without pay or absent without pay during that year, shall receive a one year's paid membership in a Human Resources approved health facility, or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the San Bernardino YMCA. In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent fiscal year. Failure to utilize perfect attendance leave within the subsequent fiscal year shall result in forfeiture of the same.

(9) Vacation Conversion Option. At the beginning of each fiscal year, employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 14 through pay period 13 of the following year) may, at the employee's option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). The employee may elect to convert sixty percent (60%) of the remainder, or a portion thereof, to vacation leave. Any sick leave not converted, along with the forty-eight (48) hours not subject to this option, shall be accumulated, provided that the forty percent (40%) of the sick leave hours converted to vacation leave shall be relinquished.

Example:

Sick Leave Hours Used	Hours to be Converted	Vacation	Relinquished
0	40	24.0	16.0
8	32	19.2	12.8
16	24	14.4	9.6
24	16	9.6	5.4
32	8	4.8	3.2
40	0	.0	0

(10) Short-Term Disability. The County will pay the premium for short-term disability insurance for designated employees in the Professional and Professional Preparatory, Craft, Labor and Trades, Supervisory, Management, and Administrative Services Units. This benefit shall apply to employees in regular positions budgeted for forty-one (41) or more hours per pay period. The short-term disability *insurance* plan benefit coverage shall include a provision for a thirty (30) calendar day waiting period from the first day of disability before benefits begin. Benefits shall be fifty-five percent (55%) of base salary up to a maximum of \$249.70 per week. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the County, or after

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thirty-nine (39) weeks of disability. Other benefit conditions shall be determined exclusively by the County consistent with State Disability Insurance practices.

(11) The Sick Leave provisions for the Clerical Unit, Safety Unit, and Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

(b) VACATION LEAVE.

(1) Definition. Vacation leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

(2) Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee in the Professional and Professional Preparatory Unit, Supervisory Unit, Management Unit, Administrative Services Unit, or Exempt Group has completed twenty (20) pay periods or its equivalent of continuous service from the employee's benefit date, or provided an employee in the Technical and Inspection Unit, Clerical Unit, or Crafts, Labor and Trades Unit has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations.

Length of Service from Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 20 and through 104 pay periods	80 Hours	160 Hours
Over 104 and through 234 pay periods	120 Hours	240 Hours
Over 234 pay periods	160 Hours	320 Hours

(3) Administration.

(A) Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the appointing authority will notify the Auditor/Controller of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one thirteen (13) pay period waiver per fiscal year.

Written request for vacation leave shall receive a written response from the appointing authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head/Agency Administrator for an immediate review. In those instances where the direct supervisor is the Department Head/Agency Administrator, the rescission due to work urgency may be appealed to the Assistant Administrative Officer for Personnel for immediate review. In those instances where a financial hardship would occur because preapproval resulted in prepayment by the employee, a vacation would only be cancelled under the most extreme work emergency.

(B) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this chapter.

(C) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(D) Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation that they were entitled to use as of the date of termination.

(E) The Exempt Group may accrue unused vacation without any limit as to the maximum accrual or the compensation allowed upon separation from County service.

(4) Notwithstanding the above provisions, the Assistant Administrative Officer for Personnel may approve counting all prior County Service for purposes of vacation accrual rates for any person regardless of unit assignment who returns or has returned to County employment within eighteen (18) months after leaving County employment. The effective date of any vacation accrual rate adjustment under this paragraph shall not precede the date of approval by the Assistant Administrative Officer for Personnel.

The Vacation Leave provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

(c) HOLIDAY LEAVE.

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(1) Fixed Holidays. All employees in regular positions except as modified herein shall be entitled to the following fixed holidays:

New Year's Day
Third Monday in February
Memorial Day
Independence Day
Labor Day
Veterans' Day

Second Monday in October
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas
Day before New Year's Day

(2) Floating Holidays. Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period, or job-shared positions shall receive floating holiday accruals on a pro-rata basis; provided, however, that there shall be no proration of the maximum provided in paragraph (7) herein. Employees, at their sole discretion, wishing to observe the Martin Luther King, Jr. birthday anniversary may utilize the floating holiday or other appropriate leave provision and are encouraged to do so. Use of sick leave is specifically excluded from this application.

(3) To receive holiday pay for a fixed holiday, employees must be on the payroll during the entire pay period during which such fixed holiday fell. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours and was on approved leave for any unpaid hours. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the appointing authority.

(4) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(5) Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with the approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

(6) When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday, except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those County department operations which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

(7) Any holiday time accrued in excess of sixty-four (64) hours shall be lost if the employee does not take such accrued holiday time off within thirteen (13) pay periods, provided no employee shall lose accrued holiday leave time because of work urgency. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time up to a maximum of sixty-four (64) hours at their current rate of pay.

(8) Court Holidays. Effective January 1, 1989, as required by Government Code Section 6700-6701 and Code of Civil Procedure Section 135, employees assigned to regular positions in Superior, Municipal and the Justice Courts, including employees of the County Clerk assigned to Superior Court duties, shall be entitled to the following holidays:

January 1st
Third Monday in January
February 12 (Lincoln's Day)
Third Monday in February
Last Monday in May
July 4th

First Monday in September
Second Monday in October
November 11th
Thanksgiving Day
Day after Thanksgiving
December 25th

In addition, Court employees assigned to regular positions shall be entitled to a total of eight (8) hours of holiday time which shall be accrued during pay period twenty-six (26) provided the employee is on the payroll during the entire pay period twenty-six (26). "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours.

When a judicial holiday specified by Code of Civil Procedure Section 135 falls on a Sunday, the Monday following is a holiday. When a judicial holiday specified by Code of Civil Procedure Section 135 falls on a Saturday, the preceding Friday is a holiday.

(d) **COMPULSORY LEAVE.** If in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Assistant Administrative Officer for Personnel. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

(e) **MILITARY LEAVE.** As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a County employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

(1) **Definition.** Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(2) **Notice and Orders.** All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.

(3) **Temporary Active Duty.** Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to subsection 13.0640(e)(5).

(4) **Full-Time Active Duty.** Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County employment, except as provided in the temporary duty provision.

(5) **Compensation.** This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in subsections 13.0640(e)(3) and (4) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

(6) Extension of Benefits. The County recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue until June 25, 2004. During this period, the County will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the Exempt Salary Ordinance. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full County payment for the first thirty (30) days of military leave provided in subsection 13.0640(e)(5), the extended payments provided under this subsection shall be suspended and shall be continued after the thirty (30) days compensation has been completed.

After June 25, 2004, no compensation shall be paid beyond the thirty-day (30-day) leave period, unless such compensation is expressly approved by the Board of Supervisors. The County may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

(7) Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in subsection 13.0640(e)(3). Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Section under the following conditions:

(A) The employee must decline in writing the benefits of subsection 13.0640(e)(6) of this Section prior to the due date of the time and labor report. The employee must include the dates for which he/she is declining the benefit.

(B) The employee must use accrued leave time for the entire pay period (i.e., County pay will not be integrated with military pay for partial pay periods).

(C) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

(D) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this subsection will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

(f) POLITICAL LEAVE. Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

(g) SPECIAL LEAVES OF ABSENCE WITHOUT PAY. A special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who is:

(1) Medically incapacitated to perform the duties of the position.

(2) Desires to engage in a relevant course of study which will enhance the employee's value to the County.

(3) For any reason considered appropriate by the appointing authority and the Assistant Administrative Officer for Personnel.

Such request must be in writing and requires the approval of the appointing authority and the Assistant Administrative Officer for Personnel. Upon request, the appointing authority and the Assistant Administrative Officer for Personnel may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification. At the expiration of leaves without right to return, employees must contact the Personnel Department to have their name referred for a ninety (90) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in Section 13.0650, Reemployment, herein. The employee must be appointed to a position within this ninety (90) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

(h) JURY DUTY LEAVE. Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the appointing authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

Employees called for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of this section. The Jury Duty provisions for the Safety Unit and Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

(i) **WITNESS LEAVE.** Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

(j) **BLOOD DONATIONS.** Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the appointing authority to receive this benefit.

The Blood Donations provision for the Safety Unit and Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

Amended Ordinance 3831 (2001); Amended Ordinance 3853 (2002); Amended Ordinance 3878 (2003); Amended Ordinance 3884 (2003);

13.0641 Relocation.

Employees in regular positions who are required by order of their appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service or because of layoff will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

The Relocation provision for the Safety Unit, the Safety Management Unit and Supervisory Unit, and the Exempt Group are included in the Working Conditions of those respective units.

13.0642 Examination Time.

Employees in regular position with regular status at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking County promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

The Examination Time provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0643 Deleted by Ordinance 2860.

13.0644 Promotions.

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or a (2) range salary increase, whichever is greater; provided that no employee is thereby advanced in step nor advanced above the "E" (or final) step of the higher base salary range. At the discretion of the appointing authority and with the approval of the Assistant Administrative Officer for Personnel, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Assistant Administrative Officer for Personnel.

The Promotions provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0645 Demotions.

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.

An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the "E" step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of Section 13.0647, Downgradings, with the approval of the appointing authority and the Assistant Administrative Officer for Personnel.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

The Demotions provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0646 Upgradings.

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by Section 13.0644, Promotions.

The Upgradings provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0647 Downgradings.

When a position is downgraded, the Assistant Administrative Officer for Personnel may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

The Downgradings provisions for the Safety Unit and the Safety Management and Supervisory Unit are included in the Working Conditions of those respective units.

13.0648 Assignment to Vacant Higher Position.

Employees directed to continuously perform duties in a vacant higher level position for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of one hundred sixty (160) hours, unless specifically waived by the employee; provided, however:

(a) The appointing authority certifies to the Assistant Administrative Officer for Personnel in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and,

(b) A written request for a salary rate increase to the higher level is directed to the Assistant Administrative Officer for Personnel for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of the appointing authority to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee or the exclusive recognized employee organization through the appointing authority in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Assistant Administrative Officer for Personnel. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which there is no vacant higher level position for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by Section 13.0649, "Special Assignment Compensation," or the Personnel Rule on Classification as appropriate.

For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:

- (1) An unoccupied position due to attrition and for which the Civil Service appointment process has been initiated;
- (2) A position from which the incumbent is on extended leave of absence; or,
- (3) A new position authorized by the Board of Supervisors for which the Civil Service appointment process has been initiated.

13.0649 Special Assignment Compensation.

Special assignment compensation is a concept which allows for temporary increases in pay beyond that which is normally allowed when duties performed support such additional pay for specific periods of time.

Increases in pay may be granted to recognize the temporary assignment of more difficult duties requiring a greater level of skill(s). "Temporary assignment" shall mean a period of one (1) calendar year or less. Selected positions may be authorized for special assignment compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. Increases in pay shall be temporary so long as the higher level duties are assigned and performed, not to exceed one (1) calendar year. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to the section on "Salary Rates and Step Advancements."

Requests for special assignment compensation may be initiated by the appointing authority or an employee via the appointing authority. The eligibility of the special assignment compensation request shall be reviewed by the Assistant Administrative Officer for Personnel and the subsequent final and binding decision for application of special assignment compensation as well as the amount to be awarded shall be determined in writing by the Assistant Administrative Officer for Personnel within thirty (30) days following submission. Such compensation shall be paid according to procedures approved by the Board of Supervisors.

That procedure is defined as follows:

Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Assistant Administrative Officer for Personnel will determine the amount in increments of one percent (1%) from a minimum of two and one-half percent (2 1/2 %) up to a maximum of seven and one-half percent (7 1/2%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period and will be paid at the conclusion of pay periods 1, 7, 14, and 20 except that the final payment of an award which terminates between such payment dates shall be made on the scheduled pay day after the next complete pay period following such termination.

Prior to the assignment of special assignment duties, that is the temporary assignment of more difficult duties requiring a greater level of skill(s), approval via the signed form must be received from the Assistant Administrative Officer for Personnel. Special assignment compensation is to be effective only with the Assistant Administrative Officer for Personnel's written approval and assignment of the greater level of duties with a signed acceptance by the employee. The appointing authority and the employee bear mutual responsibility for adherence to the special assignment compensation provision as defined above. In the event that the employee request of special assignment compensation has been denied by the appointing authority, the employee may request the Assistant Administrative Officer for Personnel to review the circumstances. The Assistant Administrative Officer for Personnel has the final and binding authority in that review process to apply or not apply special assignment compensation and, if awarded, the amount. The decision on the employee's request for a review shall be rendered in writing by the Assistant Administrative Officer for Personnel within thirty (30) days of the request.

The provisions of this Section shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Section on "Assignment to Vacant Higher Position" or "Classification." The Sections, "Assignment to Vacant Higher Position," "Classification," and "Special Assignment Compensation" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals where the latter is applicable, for a single situation.

13.0650 Reemployment.

(a) A regular employee who has terminated County employment, and who is subsequently rehired in the same classification in a regular position, must begin the first day of work within one hundred and eighty (180) calendar days, and beginning the first day of work by the one hundred eighty-first day, may receive restoration of salary step, vacation accrual rate, sick leave balance [unless the employee has received payment for unused sick leave in accordance with Section 13.0640(a)(7)] and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the appointing authority and Director of Human Resources. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period..

(b) A regular employee who has terminated County employment and who is subsequently rehired to a regular position in the same job family, must begin the first day of work within one hundred and eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first day, may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period.

(c) A regular employee who has terminated County employment and who is subsequently rehired to a regular position within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave balance [unless the employee has received payment for unused sick leave in accordance with Section 13.0640(a)(7)] and the Retirement Plan contribution rate (provided the

employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the appointing authority and Director of Human Resources. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period.

(d) A regular employee who has been laid off from County employment and is subsequently rehired to a regular position within a one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall also receive credit toward the time requirement for the County's pick up of the employee's Retirement System contribution which was applicable to such employee upon the date of their layoff. In order to be eligible for such credit, the employee must have held regular status at the time of layoff and shall not have withdrawn his/her retirement contributions from the County's Retirement System. If the employee withdrew his/her contributions, the employee must redeposit all such funds in the San Bernardino County Employees' Retirement Association, with the applicable interest prior to the approval and receipt of any credit or retirement contributions.

(e) Upon request of the appointing authority and the approval of the Director of Human Resources, employees who were previously employed by the County in a regular position and participated in the County's Retirement System and are reinstated in accordance with (a) through (c) above may receive credit toward the time requirement for the County's pick up of the employee's Retirement System contribution which was applicable to such employee upon the date of their termination. In order to be eligible for such credit, the employee must have held regular status at the time of termination, is reemployed according to subsections (a) through (c) of this Section and shall not have withdrawn his/her retirement contributions from the County's Retirement System. If the employee withdrew his/her contributions, the employee must redeposit all such funds in the San Bernardino County Employees' Retirement Association, with the applicable interest prior to the approval and receipt of any credit of retirement contributions. The Director of Human Resources shall have the final and binding authority regarding credit granted under this Section.

13.0651 Deleted by Ordinance 2860.

13.0652 Expense Reimbursement.

(a) GENERAL PROVISIONS. The purpose of this section is to define the policy and procedures by which employees and authorized representatives of San Bernardino County and Board-Governed Special Districts shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County and Board-Governed Special Districts, except as may be otherwise provided in this chapter.

(b) RESPONSIBILITIES. It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the appointing authority.

(c) TRAVEL AUTHORIZATION.

(1) Travel outside the State of California must be approved by the County Administrative Officer or designee. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(2) The appointing authority or designee shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller shall be notified in writing of all such designees.

(3) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

(d) AUTHORIZATION FOR ATTENDANCE AT MEETINGS.

(1) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.

(2) Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

(e) RECORDS AND REIMBURSEMENTS.

(1) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed ten dollars (\$10), the submission may be deferred until the amount exceeds ten dollars (\$10) or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.

(2) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

- (A) Subsistence, except as otherwise provided in this section.
- (B) Private mileage.

- (C) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
- (D) Telephone and telegraph charges.
- (E) Other authorized expenses of less than one dollar (\$1).
- (3) Claims for expense reimbursement totaling less than one dollar (\$1) in any fiscal year shall not be paid.

(4) Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, etc.

(5) Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

(f) TRANSPORTATION MODES.

(1) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

(2) Travel Via Private Automobile.

(A) Reimbursement for use of privately owned automobiles to conduct County business shall be at the rate of thirty-two cents (32¢) per mile until the Internal Revenue Service rate reaches thirty-two (32¢) per mile. At that point, the IRS rate of thirty-two cents (32¢), whichever is greater, will become the mileage compensation figure. Any changes to the rate shall be made effective concurrently with the IRS rate change in excess of thirty-two cents (32¢) per mile.

Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(B) When employees, traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principal governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

(3) Travel via air.

(A) Commercial Aircraft. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or Agency Administrator.

(B) Private Aircraft. When private aircraft transportation is approved by the County Administrative Officer or Agency Administrator, reimbursement will be as follows:

(I) Reimbursement for use of aircraft owned or rented and flown by County personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to auto parking charges.

(II) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer or Agency Administrator: Sacramento, San Francisco, Oakland and San Jose.

(III) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the County Administrative Officer or Agency Administrator prior to departure.

(IV) The employee or owner of the aircraft must have a minimum single-limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the County included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

(g) SUBSISTENCE.

(1) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the allowances listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Receipts are mandatory to obtain reimbursement for all lodging and claims for the full day's meal allowance.

(2) The allowance for lodging is fifty dollars (\$50) plus tax, per night, single.

(3) The allowance for meals is thirty-five dollars (\$35) plus tax and gratuity, the latter not to exceed fifteen percent (15%), per day, for three (3) meals, or when separate meals are claimed, six dollars (\$6) for breakfast; nine dollars (\$9) for lunch; and twenty dollars (\$20) for dinner, all plus tax and gratuity, as provided above.

(4) Meal allowances for a business meeting/conference including meals are the actual cost.

(5) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

(h) **EXPENSE ADVANCES.** Advancement of funds for business expenses can be obtained from the Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the maximum allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25). Conference and meeting registration charges, fees and hotel reservations may be paid directly in advance by the Auditor/Controller.

(i) **BOARDS, COMMISSIONS AND COMMITTEES.** The compensation of boards, commissions and committees is provided for in Section 13.0618.

(j) **BOARDS AND COMMISSIONS ESTABLISHED UNDER STATE AND FEDERAL GRANT PROJECTS.** Upon Board of Supervisors' approval, members of boards and commissions established under State and Federal grant projects shall be reimbursed for the actual and necessary expenses they incur incident to the performance of their official duties and functions. Such expenses shall be limited to those expenses defined and allowed by the grant guidelines and/or State or Federal regulations. Reimbursement for such expenses shall not exceed rates applicable to exempt employees as set forth in the County Code, and the procedures providing for reimbursement shall be the same as those established for exempt employees.

(k) Travel Code provisions for the Safety Unit, Safety Management and Supervisory Unit, and the Exempt Group, except as provided in this section, are included in the Working Conditions of those respective units.

13.0653 Changes and Additions.

The Board of Supervisors may by Board action fix and allow salaries for additional employees, classifications, or contracts not provided in this chapter, and may by Board action, modify the compensation for each employee, classification, or contract. A copy of the Board action for each addition or modification shall be immediately delivered to the Auditor-Controller and Administrative Office--Personnel Division.

13.0654 Deleted by Ordinance 2860.

13.0655 Correction of Administrative Error.

The Assistant Administrative Officer for Personnel may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any salary inequity.

This section is applicable to administrative error only and does not require renegotiation of any matters formally agreed to during the meet and confer sessions of the Employee Relations Committee or as approved by the Board of Supervisors.

13.0656 Short-term Furloughs.

(a) For fiscal year 1996-1997, short-term furloughs shall be administered for employees covered by this section in the following manner, one applicable to most County departments, the other unique to those departments providing services on a continual or emergency basis.

For most County departments, employees in regular positions covered by this section working eighty (80) hours per pay period will be compensated for seventy-eight (78) hours per pay period beginning with pay period 15 of 1996 and continuing through pay period 26 of 1996. The two (2) hour balance of compensation will be deferred and subsequently utilized on three (3) furlough days. The furlough days will be: December 23, 26, and 27, 1996. For Court employees, the following will serve as furlough days: December 24 and 31, 1996, March 14, 1997. Employees in regular positions scheduled for less than eighty (80) hours per pay period and employees in job share positions will have a pro rata amount of their compensation deferred. Employees working a modified work schedule shall have such schedules adjusted to accommodate twenty-four (24) hours of furlough savings.

It is recognized that some County departments are obliged to provide services on a continual or emergency basis that would preclude closure on the designated furlough days. Accordingly, those departments shall address a furlough of twenty-four (24) hours for such employees in the context of achieving furlough savings but only on the basis of furlough hours actually accumulated. The appointing authorities for these departments will use one or a combination of the following methods over the fiscal year to achieve furlough savings: a temporary lay off consecutive and at the beginning or the end of the scheduled shift, in Health Services only, limited to four (4) hours per pay period per the appointing authority with additional time requested by the employee subject to appointing authority approval; scheduled vacation to be unpaid in increments of four (4) hours or more; and/or assigned furlough time of four (4) hours or more; and/or assigned furlough time of four (4) hours or more. Employees in regular

positions covered by this section working eighty (80) hours per pay period will be compensated for seventy-eight (78) hours, for twelve (12) pay periods, pay period 15 of 1996 through pay period 26 of 1996. The two (2) hours balance of compensation deferred each pay period will be scheduled for use over the fiscal year as accumulated prior to any use of Vacation, Compensatory, Holiday, Administrative or Annual Leave or Absent Without Pay (AWOP) time. Employees in regular positions scheduled for less than eighty (80) hours per pay period and employees in job share positions will have a pro rata amount of their compensation deferred. Employees working a modified work schedule shall have such schedules adjusted to accommodate twenty-four (24) hours in furlough savings.

Any exception to participation in the twenty-four (24) hour furlough program for any employee in any department must receive the approval of the Assistant Administrative Officer for Human Resources or designee. Whenever an employee is required to work a fixed furlough day, that time shall be treated in the same manner as Holiday Leave. The furlough time that would have been used shall be taken at another time subject to approval by the appointing authority, with consideration given to the well-being of the employee.

Where practicable as determined by the appointing authority, such days will be scheduled in conjunction with other days off. In the event of termination of employment, retirement or other separation from service, the employee shall receive such pay that has been deferred. In those instances where an employee does not have sufficient furlough time banked, that employee shall be placed on leave without pay status on the furlough day or balance thereof. Where employees have a balance of furlough hours from a previous furlough period or at the conclusion of the 1996-1997 fiscal year, such shall be utilized as time off with approval of the appointing authority prior to any use of Vacation, Compensatory, Holiday, Administrative or Annual leave, or AWOP time.

Furloughs are not to alter existing provisions on overtime, retirement or benefit payments nor leave accruals or step advancements. For purposes of overtime, furlough time shall be counted as time actually worked. This Section is not intended to affect in any manner retirement contributions or allowances, or any other benefit programs.

(b) Employees covered by this Section are all employees in the Exempt Group and all other nonrepresented employees.

13.0658 Benefit Plan

(a) Benefit plan funds shall be provided to employees as follows:

(1) Employees in the Administrative Services Unit in a regular position shall be provided two hundred seventy-five dollars (\$275) per month. Effective June 22, 1996, the amount shall be two hundred eighty five dollars (\$285) per month. Effective June 21, 1997, the amount shall be two hundred ninety dollars (\$290) per month;

(2) Employees in the Clerical Unit in a regular position shall be provided two hundred eighty dollars (\$280) per month. Effective June 22, 1996, the amount shall be two hundred ninety dollars (\$290) per month;

(3) Employees in the Craft, Labor and Trades Unit in a regular position shall be provided two hundred seventy dollars (\$270) per month. Effective June 22, 1996, the amount shall be two hundred eighty dollars (\$280) per month. Effective June 21, 1997, the amount shall be two hundred ninety dollars (\$290) per month;

(4) Employees in the Management Unit in a regular position shall be provided three hundred twenty-five (\$325) per month;

(5) Employees in the Professional Unit in a regular position shall be provided two hundred seventy-five dollars (\$275) per month. Effective June 22, 1996, the amount shall be two hundred eighty-five (\$285) per month. Effective June 21, 1997, the amount shall be two hundred ninety dollars (\$290) per month;

(6) Employees in the Supervisory Unit in a regular position shall be provided three hundred dollars (\$300) per month.

(7) Employees in the Technical and Inspection Unit in a regular position shall be provided two hundred seventy dollars (\$270) per month. Effective June 22, 1996, the amount shall be two hundred eighty dollars (\$280) per month. Effective June 21, 1997, the amount shall be two hundred ninety dollars (\$290) per month.

(b) The County will pay for Health and Dental Insurance for the employee up to the employee-only cost of the lowest cost health and lowest cost dental plans provided.

Under this benefit, the County will make available the existing Health and Dental Insurance programs currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. All employees must enroll in one of the health and dental programs offered by the County at least to the level that provides such insurance coverage for the individual employee. Exceptions may be made for an employee whose spouse is also a regular County employee. One spouse may elect to discontinue individual coverage but must then be enrolled under the other's dependent coverage. Request for exception must be submitted in writing on an appropriate form and approved by the Personnel Division Chief, Employee Benefits & Services. Change becomes effective on the first (1st) day of a month following approval.

(c) A Cafeteria Plan is established with the remaining dollars. This Cafeteria Plan is established under section 125 of the Internal Revenue Code and will be administered by the Personnel Division Chief, Employee Benefits & Services consistent with said section.

(1) Health and Dental Insurance. Amount designated will be applied to any additional health and dental insurance costs accruing to the employee as a result of the employee's selection of plans and/or coverage of dependents.

(2) Voluntary Group Accidental Death and Dismemberment Insurance available under a policy carried by the County.

(3) Voluntary Group Term Life Insurance available under a policy carried by the County and in accordance with the benefit limits described in section 79 of the Internal Revenue Code.

(4) Cash. Amount designated will be paid in taxable cash.

The Cafeteria Plan year is July 1 to June 30.

Cafeteria Plan selections must be made on forms approved by the Personnel Division Chief, Employee Benefits & Services. Selections must be made prior to the beginning of the plan year and must remain in effect during the plan year unless insurance premiums significantly increase during the plan year in which case new selections may be permitted by the Personnel Division Chief, Employee Benefits & Services. Exception: Mid-year election changes may be authorized by the Personnel Division Chief, Employee Benefits & Services, as long as the change is made on account of and consistent with an employee's change in family status as identified in proposed Treasury Regulations to section 125 of the Internal Revenue Code. Initial selections by persons hired during the plan year must remain in effect during the plan year unless a change is permitted pursuant to the preceding sentence. In no event will changes in selections be permitted except to the extent permitted under final or proposed IRS Regulations. If no selection is made by the employee, all benefits over the cost of the lowest cost employee-only health and dental coverage will be paid in taxable cash.

Employees with health and dental dependent coverage must maintain such coverage during the plan year unless such dependent or dependents become ineligible for coverage under the insurance plans or unless the employee has an eligible change in family status pursuant to the preceding paragraph or unless dependent's or dependents' coverage is entirely paid on an after tax basis through payroll deduction.

At employees' option, employees may pay their share of health and dental insurance, voluntary group accidental death and dismemberment insurance, and eligible voluntary group term life insurance policy premiums eligible for coverage, by electing to reduce their excess of the amount of such coverage, by electing to reduce their salaries in the amount necessary to cover such premiums through pre-tax payroll deductions. Any such election shall not affect the amounts of employees' or the County's Retirement System contributions. Any such election and payroll deductions shall be made in the manner, time period and on such forms, as are approved by the Personnel Division Chief, Employee Benefits & Services.

Any portion of health and dental insurance, voluntary group accidental death and dismemberment insurance, and voluntary group term life insurance premiums not covered under paragraphs (a) and (b) above shall be automatically deducted from the employees' paychecks.

(d) Eligible employees must receive a minimum forty-one (41) hours pay per pay period to be eligible to receive the benefits of this section, except that employees who are integrating paid leave time with either Short-Term Disability (ATD) insurance provided by the County or State Disability Insurance (SDI) shall receive the benefits of this section under the following circumstances: Upon integration of disability payments and leave time, employees who are paid less than forty-one (41) hours but have available leave balances of forty-one (41) hours or more shall receive the benefits of this section. Employees who are on an approved medical leave of absence without pay or on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the benefits of this section (or cash equivalency) for a period of six (6) pay periods. Employees who are on an approved workers' compensation claim shall receive the benefits of the section for up to twenty (20) pay periods while off work due to that work injury.

Employees who are on a leave of absence without pay, other than medical leave or under the Family Medical Leave Act, shall not be eligible to receive the monetary benefits of this section. Under no circumstances will benefits be prorated.

13.0659 Retirement System Contributions.

The following provisions shall apply to employees in the Professional, Technical and Inspection, Clerical, Craft, Labor and Trades, Management Supervisory, and Administrative Services Units.

(a) COUNTY CONTRIBUTIONS. Effective June 30, 1990, and for all employees hired before July 1, 1996, the County will pick up a portion of the employees' required contribution to the San Bernardino County Employees' Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws. The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement, and the employee may not withdraw this contribution from the Retirement Association.

Employees hired on or after July 1, 1996, shall not be eligible for the County's pickup of 7% of the employee's earnable compensation as specified above until the employee has been continuously employed by the County and participated in the County's Retirement System for a period of five (5) consecutive years.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar, and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this section shall continue to have contributions under this section applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

(b) REMAINING EMPLOYEE CONTRIBUTIONS. Any employee Retirement System contribution obligations which are not paid by the application of Subsection (a) of this section shall be "picked up" for tax purposes only pursuant to this section. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code section 414(h)(2) effective with the earnings paid and contributions made on and after the effective date of this section.

The County shall make member contributions under this section on behalf of the employee which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this section shall be recouped through offsets against the salary of each employee for whom the County picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this section shall be treated as compensation paid to County employees for all other purposes. County paid employer contributions to the County's Retirement System under this section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this section will be considered for tax purposes as employer-paid contributions. Contributions under this section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under subsection (a) of this section.

(c) SPECIAL PROVISIONS. Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, and employees over age 60 in a regular position who choose not to be a member of the Retirement Association shall be paid in case seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

This section shall only apply to employees who are members of the Retirement Association and are eligible for participation under section 13.0658. The provisions of this section shall be applied each pay period.

(d) SURVIVOR BENEFITS FOR GENERAL RETIREMENT MEMBERS ADMINISTERED BY SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SBCERA). Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Government Code section 31855.12. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in an annual actuarial study.